

RESOLUTION NO. 2013-18

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE PURCHASE OF TRAFFIC SIGNS FROM LSJ CORPORATION (DBA GRAPHPLEX SIGNAGE) AT A COST NOT TO EXCEED \$214,155; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to update and further beautify right of ways within the Village of Key Biscayne (the “Village”), the Village Council would like to purchase new traffic signage (the “Signage”) for Village roads; and

WHEREAS, the Village may, pursuant to Section 2-86 of the Village Code of Ordinances (the “Village Code”), enter into bids or contracts entered into by another governmental authority, provided that the governmental authority has gone through a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the Village Council desires to purchase the Signage based upon the City of Weston, Florida’s Bid # 2009-03 (the “Weston Bid”), which was awarded on August 17, 2009 to LSJ Corporation dba Graphplex Signage (the “Graphplex”); and

WHEREAS, the Village Council authorizes the Village Manager to negotiate and purchase the Signage from Graphplex with terms that are the same or better than the Weston Bid and at a cost not to exceed \$214,155; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

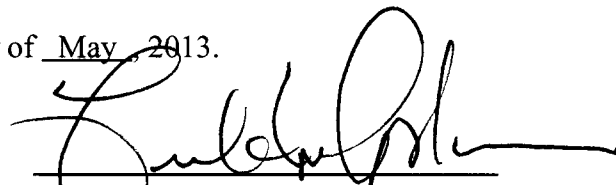
Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Waiver of Competitive Bidding. The Village Council, in accordance with Section 2-86 of the Village Code, hereby waives competitive bidding based upon the Weston Bid.

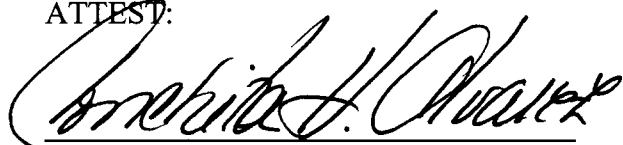
Section 3. Authorization. The Village Council hereby authorizes the Village Manager to negotiate and purchase the Signage from Graphplex at a cost not to exceed \$214,155. The terms of the purchase of the Signage shall be the same or better than what is provided in the Weston Bid, which is attached as Exhibit "A."

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of May, 2013.


MAYOR FRANKLIN H. CAPLAN

ATTEST:



CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



VILLAGE ATTORNEY



EXHIBIT "A"



CITY OF WESTON

Traffic Signs Replacement Program

Prepared by:



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Requests for Proposals No. 2009-03

March 2009

**CITY OF WESTON, FLORIDA
THE INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS NO. 2009-03**

- SECTION 1: REQUEST FOR PROPOSALS NOTICE**
- SECTION 2: BACKGROUND INFORMATION**
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SECTION 1 – REQUEST FOR PROPOSALS NOTICE

The City of Weston and the Indian Trace Development District and the Bonaventure Development District (collectively the "CITY") issued the following Request for Proposals (RFP) Notice pertaining to the Traffic Signs Replacement Program for the CITY. The RFP Notice was advertised in the *Sun-Sentinel* on March 21, 2009 and again on March 28, 2009.

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NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida and the Indian Trace Development District and the Bonaventure Development District (collectively, the "CITY") will be accepting sealed proposals for:

REQUEST FOR PROPOSALS FOR THE TRAFFIC SIGNS REPLACEMENT PROGRAM

RFP NO. 2009-03

The CITY is requesting proposals from qualified and experienced contractors for the Traffic Signs Replacement Program.

The work shall generally consist of: fabricating and installing signs in accordance with the plans and specifications furnished in the Request for Proposals and maintaining said signs, as directed, during the term of the Agreement.

Sealed proposals will be received by the City Clerk until **11:00 a.m., local time, Tuesday, April 21, 2009**, at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. Proposals received after this time will be returned unopened.

RFP DOCUMENTS

Interested parties may purchase a Request for Proposal for the Traffic Signs Replacement Program ("RFP") from the Office of the City Clerk, located at 17200 Royal Palm Boulevard, Weston, Florida, 33326, 8:00 a.m. – 5:30 p.m., Monday through Thursday, and 8:00 a.m. -3:00 p.m., Friday, upon payment of a \$50.00 non-refundable fee, for each RFP. The RFP may also be examined at the Office of the Clerk, at the referenced address. Proposals shall be submitted on the form(s) provided.

EXPERIENCE

The Proposer must have a minimum of five years of current continual successful experience as a sign installation and maintenance contractor in Dade, Broward and/or Palm Beach County.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on Tuesday, March 31, 2009, at 11:00 a.m., local time, at the Weston Community Center, located at 20200 Saddle Club Road, Weston, Florida 33327. All Proposers planning to submit a Proposal are required to attend this meeting. Proposers shall allow sufficient time to ensure arrival prior to the indicated time. Failure of a Proposer to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award. Decisions of the CITY shall be final.

PROPOSAL DOCUMENTS

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal". The outside of the sealed package must clearly indicate the submitting **RFP No. 2009-03, "Traffic Signs Replacement Program"**, Proposer's name address and the name and telephone number of the Proposer's specific contact person. **The Proposal shall contain twenty (20) complete copies and one (1) original, and is required to be submitted to the CITY by the date and time indicated above. Each copy shall contain all required information in order to be considered responsive.**

Once a Proposal has been submitted to the CITY at or prior to **Tuesday, April 21, 2009, 11:00 a.m., local time**, it shall not be returned to the Proposer for any reason. The withdrawal, modification or correction of a Proposal after it has been opened by the CITY shall constitute a breach by the Proposer.

All proposal prices shall be guaranteed firm for a minimum of ninety (90) calendar days after the submission of the proposal. No Proposer may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

Proposal security in the form of a Proposal Bond acceptable to the CITY or Cashier's Check made payable to the "City of Weston" in the amount of two thousand five hundred (\$2,500.00) dollars, will be required.

The Sealed Proposal will be publicly opened at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida, at **11:00 a.m., local time, Tuesday, April 21, 2009**. Award of the Proposal will be made at a City Commission meeting.

Any questions concerning this Notice to Proposers shall be in writing directed to Sabrina Baglieri, Director of Construction Services, at Calvin, Giordano & Associates, Inc., 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316. Fax: (954) 921-8807.

All Proposers are advised that the CITY has not authorized the use of the City seal by individuals or entities responding to CITY Request for Proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All Proposers are advised that the CITY will not supply or sell materials to Proposers in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

The City Commission of the City of Weston reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make awards in the best interests of the CITY.

Patricia A. Bates, CMC
City Clerk
City of Weston

Published on: March 21, 2009
March 28, 2009

SECTION 2 – BACKGROUND INFORMATION

2.1 General

The CITY is requesting Sealed Proposals from qualified and experienced contractors, (hereinafter referred to as "CONTRACTOR") for the Traffic Signs Replacement Program. Upon the City Commission's ratification of the Selection Committee's rankings, the CITY will enter into an Agreement, in the form attached to this RFP (the "Agreement").

The CONTRACTOR shall comply with all federal, state and local laws, rules, practices and regulations. CONTRACTOR shall provide quality assurance at all times.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the CITY.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected contractor(s) who shall perform the work or services. Information the CITY deems necessary in order to make a determination shall be provided by the contractor(s) upon request.

2.2 Scope Of Work

- 2.2.1 The CONTRACTOR shall provide all required permits, labor, materials, equipment and services necessary for providing, installing, and maintaining all traffic signs located on public right-of-way within the CITY. Traffic signs shall be placed at locations as shown on the maps provided by the CITY's Traffic Engineering Consultant, Calvin, Giordano & Associates, Inc. or as directed by the CITY. All traffic signs shall be installed per the requirements and standards shown on the CITY's approved shop drawings included in this document. See Exhibit "A-1 thru A-7." In addition, each traffic sign post shall be dug by hand. The CONTRACTOR shall utilize all new materials and shall not use any refurbished signs.
- 2.2.2 All traffic signs shall be constructed in full accordance with the Florida Building Code and meet the standards herein, including "Wind Loading", and shall be subject to approval by the CITY's Engineer. All traffic signs shall meet the prototype standard. It shall be in the CITY's absolute and sole discretion to determine whether an installed sign meets the required standards.
- 2.2.3 Traffic signs specified in the CONTRACTOR's proposal must be the traffic signs that are supplied to the CITY throughout the duration of the contract, unless otherwise directed by the CITY.
- 2.2.4 Exhibits "A-1" – "A-7" specify the exact design, materials, fabrication methods, and installation details that the CITY desires. These specifications shall be strictly adhered to.
 - Exhibit "A-1" depicts a detail for a primary sign type 'A' with stop sign and secondary sign attached.

- Exhibit "A-2" depicts a detail for a primary sign type 'A' with just a stop sign attached.
- Exhibit "A-3" depicts a detail for a primary sign type 'B' with only the street name sign blades attached.
- Exhibit "A-4" depicts details for typical secondary sign type 'C' with just one main sign attached.
- Exhibit "A-5" depicts details for typical secondary sign type 'C' with a main sign and a secondary sign attached.
- Exhibit "A-6" depicts a detail for typical secondary sign type 'C' with just one main sign attached.
- Exhibit "A-7" depicts a detail for a primary sign type 'D' for announcing the next signalized intersection. (Note: These signs are generally located within the medians on main roadways.)

- 2.2.5 The CONTRACTOR shall provide at its expense, a local phone number for normal working hours and a 24/7 phone number for emergency situations, and furnish a responsible person, who is conversant in the English language, and will receive calls relating to the traffic signs at these numbers. Questions, requests, and concerns from the public that are received by the CITY may then be directed to the CONTRACTOR at the number provided.
- 2.2.6 Any traffic sign that is knocked down, damaged, or missing shall be replaced by the CONTRACTOR with a temporary sign within 24 hours from time of request from the CITY, and with a permanent replacement sign within seven (7) calendar days from time of request from the CITY. The temporary sign must conform to Broward County Traffic Engineering Requirements and MUTCD Standards. In the event of a major storm, the CITY may adjust these requirements.
- 2.2.7 During the term of this contract, the CONTRACTOR shall obtain and maintain any and all licenses and permits necessary for the installation and maintenance of the traffic signs.
- 2.2.8 The CONTRACTOR shall be responsible to repair or restore any damage to the adjacent landscaping, grass area and/or irrigation around the traffic sign that occurs during the course of installing or maintaining the traffic sign. The CONTRACTOR shall notify the CITY of these occurrences. The CONTRACTOR shall be responsible for any costs for repairs to any utility damaged during the course of operation.
- 2.2.9 The CONTRACTOR is required to keep a record of all traffic signs installed and all maintenance performed, including date, traffic sign location, type of work performed, and name of employee performing this service. The CITY reserves the right to audit such records at any time. The CITY shall maintain a map of all of the CITY's traffic signs, and the CONTRACTOR shall assist the CITY in keeping this information current. Each traffic sign will be identified by a separate number for accounting purposes.
- 2.2.10 The CONTRACTOR shall fabricate and install the appropriate quantity of traffic signs for the first phase, and all subsequent phases, as outlined herein, or as directed by the CITY. Each year the City Commission will determine the number of traffic signs, if any, that shall be replaced, and the CITY is under no obligation

to replace any traffic signs. Traffic signs shall begin being installed within 90 days of the Notice to Proceed. Installation shall continue with a minimum of 50 traffic signs installed per month until completion of the specified quantity. See Exhibits "B & C" for the complete list of all of the traffic signs in the CITY, and a sample page from the map atlas.

- 2.2.11 Removal and disposal: CONTRACTOR shall be responsible for the removal, hauling and disposal of the signs.

2.3 Warranties

- 2.3.1 Warranty of Merchantability: The CONTRACTOR warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 2.3.2 Warranty of Material and Workmanship: The CONTRACTOR warrants all material and workmanship for a minimum of five (5) years from date of completion and acceptance by CITY. If within five (5) years after acceptance by CITY, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the RFP, CONTRACTOR shall promptly after receipt of a written notice from CITY to do so, correct the work unless CITY has previously given the CONTRACTOR a written acceptance of such condition. This obligation shall survive termination of the Contract.
- 2.3.3 Warranty of Title: The CONTRACTOR warrants that all equipment delivered under the contract shall be of new manufacture and that CONTRACTOR possesses good and clear title to said equipment and there are not pending liens, claims or encumbrances whatsoever against said equipment.
- 2.3.4 The CONTRACTOR warrants that there has been no violation of copyrights, patent rights or licensing agreements in connection with the work of the Contract.
- 2.3.5 The CONTRACTOR warrants to CITY that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract or agreement to which the CONTRACTOR is a party.
- 2.3.6 The CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 2.3.7 The CONTRACTOR warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

2.3.8 All warranties made by the CONTRACTOR together with service warranties and guaranties shall run to CITY and the successors and assigns of CITY.

2.4 Insurance Requirements

A. Requirements:

Before performing any Work, CONTRACTOR shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. Simultaneous with the delivery of an executed Proposal to the CITY when required, CONTRACTOR shall furnish to CITY proof of insurance which meets the requirements set forth herein. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the CITY. No changes shall be made to these specifications without prior written specific approval by the CITY.

The City of Weston, Calvin Giordano & Associates, Inc., Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., and Municipal Technologies, LLC, shall be named as additional insured, as their interests may appear on all policies except Workers' Compensation. As respects General Liability coverage, the Completed Operations Coverage and the Additional Insured status of the CITY must be maintained for this Project for not less than five (5) years following completion and acceptance by the CITY or no more restrictive than ISO form CG 20 37 (07 04). Waiver of subrogation in favor of the City of Weston is required on all policies except Workers' Compensation.

CONTRACTOR shall provide Statutory Workers' Compensation, and Employer's Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harborworkers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted).

In the event the CONTRACTOR has "leased" employees, the CONTRACTOR or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by the CITY.

The CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors used by the CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors must be submitted prior to any Work being performed.

B. Commercial General Liability:

Including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), watercraft or aircraft liability if those vehicles will be utilized, and personal injury liability with limits of not less than \$2,000,000 each occurrence, covering all work performed under this contract.

C. Business Automobile Liability:

CONTRACTOR agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence covering all Work performed under this contract.

CONTRACTOR further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR owns automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

If the CONTRACTOR is shipping a product via common carrier, the CONTRACTOR shall be responsible for any loss or damage sustained in delivery/transit/loading and unloading.

D. Umbrella Liability:

Umbrella policies are acceptable to provide the total required liability limits.

E. Hazardous Materials Insurance:

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the CITY has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

1. Contractors Pollution Liability:

For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this contract, including but not limited to, all hazardous materials identified under the contract.

2. Asbestos Liability:

For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.

3. Disposal:

When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.

4. Hazardous Waste/Materials Transportation:

When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$3,000,000 annual aggregate and provide a valid EPA identification number.

Certificates of insurance shall clearly state the hazardous material exposure work being performed under the contract.

F. Builders' Risk – Property Coverage:

When applicable, a special form coverage shall include, but not be limited to:

1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
2. Theft coverage
3. Waiver of Occupancy Clause endorsement, which will enable the CITY to occupy the facility under construction/renovation during such activity.
4. Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and
5. Maximum deductible clause of \$10,000 each claim; exceptions may be made for Windstorm and Flood deductibles.

G. Builders' Risk – Installation Coverage:

For installation, CONTRACTOR must provide Builders' Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

H. Policy form:

All policies required by this contract, with the exception of Workers' Compensation, or unless specific approval is given by the CITY, are to be written on an occurrence basis, shall name City of Weston, Calvin Giordano & Associates, Inc., Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., and Municipal Technologies, LLC as Additional Insured during the Project and for a minimum of five (5) years following the end of the Project (include wording on Certificate). Insurer(s), with the exception of Workers' Compensation, shall agree to waive all rights of subrogation against the City of Weston.

I. Insurance requirements itemized in this contract and required of the CONTRACTOR shall be provided on behalf of all sub-contractors to cover their operations performed under this contract. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

J. Each insurance policy required by this contract shall:

1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
2. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the CITY, except the cancellation notice period for non-payment of premiums for Workers' Compensation notice shall be 10 days.

K. The City of Weston shall retain the right to review, at any time, coverage, form, and amount of insurance.

L. The procuring of required policies of insurance shall not be construed to limit CONTRACTOR's liability nor to fulfill the indemnification provisions and requirements of this contract.

M. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

N. Claims Made Policies will be accepted for Pollution Liability (Hazardous Materials), and such other risks as are authorized by the CITY. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected. Any new policy shall maintain the original retroactive date evidenced at the commencement of the contract.

O. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326 , prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by the CITY before the CONTRACTOR will be allowed to commence or continue work. (all insurance carriers must have their corresponding AM Best carrier ID listed on the COI)

P. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the CONTRACTOR's/ Sub/Consultant's insurance company and Risk Management as soon as practicable after notice to the insured.

Q. The insurance required for this Project shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. The CONTRACTOR shall furnish information concerning reduction of coverage with reasonable promptness in accordance with the CONTRACTOR's information and belief.

R.	<u>Coverages Required</u>	<u>Minimum Limits</u>
1.	Workers' Compensation	Statutory Limits – State of Florida
2.	Employers' Liability	\$1,000,000 accident/disease \$1,000,000 policy limit, disease \$1,000,000 each employee, disease
3.	Automobile Liability Combined single limit	\$1,000,000
4.	General Liability	<u>For projects under</u> <u>\$1,000,000.</u> <u>For projects \$1,000,000</u> <u>or over</u>
•	General aggregate	\$2,000,000 \$5,000,000.
•	Products and completed operations aggregate	\$2,000,000 \$5,000,000.
•	Personal and advertising injury	\$2,000,000 \$2,000,000.
•	Each occurrence	\$2,000,000 \$2,000,000.
•	Project specific aggregate	\$1,000,000 \$5,000,000
5.	Builder's Risk/Installation Floaters	
	a. Roadways, Buildings if over \$25,000	100% of Completed Value
	b. Machinery/equipment if over \$25,000	100% of Completed Value
	c. Deductible	< \$10,000
6.	Pollution Liability (Bodily injury and property damage)	\$1,000,000, if applicable

Other Insurance required:

CONTRACTOR shall be responsible for all deductible amounts.

2.5. Proposal Security: Simultaneous with the delivery of an executed Proposal to the CITY, when required, the CONTRACTOR shall furnish to the CITY a Proposal Security in the amount of two thousand five hundred (\$2,500.00) dollars as security for the faithful execution of a contract with the CITY in the event of such award by the City Commission.

- 2.5.1** Proposal security may be in the form of a Proposal Bond acceptable to the CITY or Cashier's Check made payable to the City of Weston. Bonds shall be returned subsequent to award of the contract by the City Commission and execution by the successful Proposer and the appropriate City officials.
- 2.5.2** Failure by the successful Proposer to execute a Contract when required and/or to furnish Certificates of Insurance in the minimum amounts specified herein, shall be just cause for the rescission of the award and the retention of the Proposal Security by the CITY. Such retention shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked Proposers, or all Proposers may be rejected.

SECTION 3 – GENERAL CONDITIONS

3.1 RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in Section 4 of this RFP. Proposals not submitted on the prescribed Proposal forms shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

3.2 Taxes

The CONTRACTOR shall not be entitled to the CITY'S tax exempt benefits.

3.3 Additional Terms and Conditions

No additional terms and conditions submitted by the Proposer with the RFP Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

3.4 Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by the CITY no later than 5:00 PM, local time, on Friday, April 10, 2009. Written inquiries shall be addressed to:

Sabrina Baglieri, Director of Construction Services
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Fax: (954)921-8807

Submission of a Proposal will serve as prima facie evidence that the Proposer has examined the Agreement and is fully aware of all conditions affecting the provision of services. No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the CITY to all Proposers who attend the mandatory pre-proposal meeting. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the CITY may be relied upon.

3.5 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY or the CONTRACTOR.

3.6 No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

3.7 Independence

On the form provided in Section 5 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the Proposer shall give the CITY written notice of any other relationships – professional, financial or otherwise – that it enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Agreement.

3.8 Disqualification of Proposers

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

3.9 Assignment; Non-transferability of Proposal

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The City Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to CITY. Failure to do so may result in the Proposal being disqualified, at the CITY'S sole discretion.

3.10 Legal Requirements

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

3.11 Familiarity with Laws and Ordinances

The submission of a Proposal on the services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the CITY in writing without delay.

3.12 Advertising

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the City Manager or designee.

3.13 Execute Agreement

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the CITY and the successful Proposer(s). The order of precedence will be the Agreement, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Broward County, Florida.

3.14 Facilities

The City Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

3.15 Withdrawal or Revision of Proposal Prior to and After Opening

A Proposer shall not withdraw, modify or correct a Proposal after it has been deposited with the CITY. The withdrawal, modification or correction of a Proposal after it has been deposited with the CITY shall constitute a breach by the Proposer. No Proposer may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

3.16 CITY'S Exclusive Rights

The CITY reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all qualifications statements in part or in whole;
3. Request additional information as appropriate; and,
4. Reject any or all submittals if found by the City Commission not to be in the best interest of the CITY.

By submitting a Proposal for the services, all Proposers acknowledge and agree that no enforceable Agreement arises until the CITY signs the Agreement, that no action shall lie to require the CITY to sign such Agreement at any time, and that each Proposer waives all claims to damages, lost profits, costs, expenses, reasonable attorneys fees, etc., as a result of the CITY not signing such Agreement.

3.17 Addenda

The CITY reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the CITY.

3.18 Review of the RFP Documents

By the submission of a Proposal to do the work, the Proposer certifies that a careful review of the RFP documents has taken place, and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

3.19 Adjustment/Changes/Deviations

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

3.20 Public Records

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.21 Subcontracting

No subcontracting as to the installation and maintenance of the signs shall be permitted, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. Such installation and maintenance shall be performed solely by CONTRACTOR's own forces, unless approved by the City Manager. A list of all subcontractors/suppliers for the fabrication of the signs shall be included in the Proposal. If additional subcontractors/suppliers are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors/suppliers shall be provided to the City Manager, subject to his approval.

3.22 Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Agreement for Traffic Signs Replacement Program.

3.23 Non-Collusion Affidavit

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in Section 5 of this RFP and as described in Section 4 of the RFP. Proposer's failure to include the affidavit shall result in disqualification.

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SECTION 4 – PROPOSAL PROCESS

4.1 Mandatory Pre-proposal Meeting

A **mandatory** pre-proposal meeting will be held on **Tuesday, March 31, 2009 at 11:00 AM, local time**, at 20200 Saddle Club Road, Weston, Florida 33327.

Failure of a Proposer to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award. Decisions of the CITY shall be final.

At the pre-proposal meeting, representatives of the CITY will be available to answer questions and explain the intent of this RFP. Questions about, or requested modifications to, the RFP documents which have been submitted in writing and received by the CITY at least five (5) business days prior to the pre-proposal meeting will be addressed. To the extent possible, the CITY will also consider other questions or concerns that may be raised at that time. After the pre-proposal meeting, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal meeting which relate to interpretation of, or changes to, the RFP documents which the CITY deems appropriate for clarification.

4.2 Preparation of Proposals

No Proposer shall take exception to the specifications herein. Proposals taking exception to the specifications may be rejected as non-responsive.

4.2.1 Number of Proposals

Twenty (20) complete copies of the Proposal, and one (1) original Proposal, are required to be submitted to the CITY by the date and time indicated above. Each copy should contain all mandatory and optional information submitted by the Proposer. Additional copies may be requested by the CITY at its discretion.

4.2.2 Proposal Packaging

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal", in accordance with Section 4.5. The outside of the sealed package shall clearly indicate the submitting RFP No. 2009-03, "Traffic Signs Replacement Program", Proposer's name, address and the name and telephone number of the Proposer's specific contact person. **The Proposal shall contain twenty (20) complete copies and one (1) original, and is required to be submitted to the CITY by the date and time indicated in Section 4.3. Each copy shall contain all required information in order to be considered responsive.**

4.2.3 Signatures

All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Proposer in contractual obligations. The Proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Proposer to any part of the Proposal document shall be initialed in ink. Failure to manually

sign the appropriate Proposal forms will disqualify the Proposer and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

4.2.4 Proposal Format

The Proposal shall be typewritten on both sides of 8 ½ x 11 inch white paper. Pages shall be secured by staple, cerlox binding or similar closures. Proposals shall be organized in chapters according to Table 4.2.4. Chapters shall be separated by a tab indicating the chapter number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc.

Responses shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the Proposal, a response such as "no response is required" or "not applicable" is acceptable.

Table 4.2.4 – Proposal Format

	<u>Proposal</u>
Chapter 1	Letter of Intent
Chapter 2	Proposer's Statement of Organization
Chapter 3	Personnel
Chapter 4	Experience/References
Chapter 5	Financial Stability
Chapter 6	Financial Statement
Chapter 7	Litigation History
Chapter 8	Insurance Requirement
Chapter 9	Criminal Convictions

Chapter 10	Proposer's Non-Collusion Certification
Chapter 11	Independence Affidavit
Chapter 12	Drug-free Workplace
Chapter 13	Addenda
Chapter 14	Certification to Accuracy of Proposal

4.3 Submittal, Receipt and Opening of Proposals

All Proposals shall be submitted on or before **11:00 AM**, local time, on **Tuesday, April 21, 2009** to:

Office of the City Clerk
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

Simultaneously with the Proposal submittal, the Proposer shall submit a single post sign prototype which meets the criteria indicated in the shop drawings and strictly adheres to the structural requirements of the Florida Department of Transportation's Manual of Uniform Traffic Control Devices (MUTCD) and the Standard Highway Signs (SHS) specifications and conditions. In addition the prototype shall be able to withstand winds of up to 140 MPH. The Proposer's name shall be affixed to the prototype. The prototype shall be the standard by which all the signs will be manufactured by the successful Proposer. Upon submittal, the prototype shall become the property of the CITY. The Proposer shall not use the plans for the prototype for any other purposes without the permission of the CITY, which shall be in the CITY's sole discretion.

All Proposers are reminded that it is the sole responsibility of the Proposer to ensure that their Proposal is time stamped in the OFFICE OF THE CITY CLERK prior to **11:00 AM**, local time, on **Tuesday, April 21, 2009**. Failure of a Proposer to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

Proposals submitted and time stamped on or before **11:00 AM**, local time, on **Tuesday, April, 21, 2009** shall be opened publicly in accordance with Section 4.5.

4.4 Selection Committee

Proposals submitted will be evaluated by a five (5) member Selection Committee ("Selection Committee") consisting of a member of the City Commission, appointed by the City Commission, City Manager, Assistant City Manager/COO, City Traffic Engineer and City Landscape Architect who will review submissions and provide a recommendation to the City Commission.

4.5 Sealed Proposal

The Sealed Proposal will be publicly opened at 17200 Royal Palm Boulevard, Weston, Florida 33326, at **11:00 AM, local time, Tuesday, April 21, 2009**. The Selection Committee shall examine the documentation submitted in the Proposal at a time thereafter to determine the responsiveness and responsibility of each Proposer. Proposers shall provide the following information in the Proposal:

4.5.1 Letter of Intent

The Letter of Intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Proposal will remain valid. A period of not less than ninety (90) calendar days is required.

4.5.2 Proposer's Statement of Organization

Proposers shall complete Form 1. Proposers are permitted to supply additional information that will assist the CITY in understanding the Proposer's organization.

4.5.3 Personnel

Proposers shall carefully provide, in the format requested, all of the information requested in Form 2. All principals of the Proposer and key personnel performing services pursuant to this RFP shall provide a detailed resume indicating that individual's area of expertise and experience.

4.5.4 Experience

Proposer shall have a minimum of five (5) years of current continual successful experience as a sign installation and maintenance contractor in Dade, Broward and/or Palm Beach County. A summary of all of the most recently awarded and serviced comparable jobs, for the past five (5) years shall be provided. This record shall show the name of the entity, address, description of services, dates of service, prices and a contact/reference person with phone number. Proposers shall provide references for all jobs summarized using Form 3 provided in Section 5. Proposer shall not utilize as references, any CITY employee, contractor, or official. Proposer's use of such references may result in disqualification, at the discretion of the CITY.

4.5.5 Financial Stability

Proposers shall demonstrate financial stability. Proposers shall provide a statement of the Proposer's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

4.5.6 Financial Statement

Proposers shall include a copy of their latest audited financial statements. If the Proposer is a corporation, it shall submit a copy of the latest audited financial statements of the corporation. In the event the Proposer does not have audited financial statements, they may substitute non-audited financial statements and complete federal tax returns for the last two years.

4.5.7 Litigation History

Proposers shall provide a summary of any litigation or arbitration that the Proposer, its parent company or its subsidiaries have been engaged in or are currently engaged in, during the past three (3) years against or involving any public or private entity. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The CITY may disqualify any Proposer it determines to be excessively litigious.

4.5.8 Insurance Requirement

Proposer shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP.

4.5.9 Criminal Convictions

Proposers shall provide a summary of any criminal convictions of the company, owners, officers and anybody performing work under this Agreement, related to the services being bid. The CITY may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

4.5.10 Proposer's Non-Collusion Certification

Any Proposer submitting a Proposal to this RFP shall complete and execute the Non-Collusion Affidavit of Proposer (Form 4) included in Section 5 of these RFP documents.

4.5.11 Drug-Free Workplace

Proposer shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 5), shall be submitted with the RFP response.

4.5.12 Addenda

The Proposer shall complete and sign the Acknowledgment of Addenda Form 6 in Section 5 and include it in the Proposal in order to have the Proposal considered. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

4.5.13 Independence Affidavit

Proposers shall list and describe their relationships with the CITY in accordance with Section 3.7 of the RFP (Form 7).

4.5.14 Certification to Accuracy of Proposal

Proposer shall certify and attest, by executing Form 8 of Section 5 of these RFP documents, that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support if its Proposal are true and accurate. Failure by the Proposer to attest to the truth and

accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

4.6 Qualification Evaluation

The Selection Committee shall examine the documentation submitted in the Proposal to determine the responsiveness of each Proposer. Failure to provide the required information will disqualify any such Proposal as non-responsive, and such Proposal will not be considered. The Selection Committee will disqualify any Proposers that make exaggerated or false statements.

The evaluation of Proposals and the determination of conformity and acceptability shall be the sole responsibility of the Selection Committee. Such determination shall be based on information furnished by the Proposer, as well as other information reasonably available to the CITY.

The Selection Committee may make such investigations as it deems necessary to determine the ability of the Proposer to perform the services and the Proposer shall furnish the CITY all such information and data for this purpose as the CITY may request before and during the Proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all Proposers, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all Proposers. The Selection Committee may at its sole discretion reject a Proposer or qualify a Proposer.

4.7 Evaluation

4.7.1 Each member of the Selection Committee will evaluate and rank each Proposal. The full Selection Committee will then convene to review and discuss these evaluations and rank the contractors as a group. Proposals will be evaluated and ranked based on, among additional factors, the following:

- A. The contractor's qualifications, including financial ability to perform the Contract.
- B. The price(s).
- C. The workmanship of the prototype sign.

Depending on the number of Proposals submitted, the Selection Committee may short-list the contractors, down to three (3), and then interview and rank those top three (3) contractors.

The Proposal ranked one (1) will be recommended by the Selection Committee to the City Commission for award of the Agreement.

The City Commission will consider the selection of a contractor based upon the recommendation of the Selection Committee.

4.7.2 After selection of the contractor, but prior to award of the contract, the prototype single post sign submitted by the contractor shall be wind tested, by an independent wind test company subject to approval of the CITY. The selected contractor shall also construct and wind test a dual post type sign, as shown as type D in Exhibit A-7. The CITY shall pay solely for the

successful tests and in an amount not to exceed \$1500.00 for each sign. If the selected contractor fails to provide successful wind test results for both types of signs within thirty (30) days of selection, the CITY shall consider the second ranked contractor.

4.8 Protest – Failure to Qualify

Upon notification by the Selection Committee that the Proposer is deemed non-responsive and/or not qualified, any actual or prospective Proposer who is aggrieved in connection with that determination may protest to the City Manager. **A protest shall be filed with the Office of the City Clerk by 5:00 PM on the 3rd Business Day after notification (excluding the day of notification) or any right to protest is forfeited.** The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received at the Office of the City Clerk.

The Protest Bond shall compensate the CITY for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the CITY. The Protest Bond shall be in the form of cash or a cashier's check, and shall be in the amount of ten thousand (\$10,000.00) dollars. Any Disqualified Proposer filing a protest shall provide a Protest Bond for that amount.

The Protest Committee shall consist of the City Manager, Assistant City Manager/COO and the Project Consultant and shall have the authority to review, settle and resolve all protests. The City Manager shall serve as the chairperson of the Committee. The City Attorney or designee shall be counsel to the Committee. Such review of all properly filed protests shall be formal and subject to Florida's Sunshine Law.

If the Protest Committee determines that the process of determining the Proposer's responsiveness or qualifications involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken to remedy.

If the Protest Committee determines that the protest does not have merit and denies the protest, the protester may appeal to the City Commission. Appeals to the City Commission shall be filed with the Office of the City Clerk by 5:00 PM on the 3rd Business Day after the protester has been notified (excluding the day of notification) that its protest was denied by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received at the Office of the City Clerk. This process is not subject to arbitration. In the event of a timely protest, the City Manager shall stay the RFP process unless, after consulting with the City Attorney and a representative from the division for which the services are being hired, the City Manager determines that the continuation of the RFP process is necessary to protect substantial interests of the City. The continuation of the RFP process under these circumstances shall not preempt or otherwise affect the protest.

A Notice of Intent to reject all Proposals is subject to the protest procedure.

Any Proposer that does not formally protest or appeal in accordance with this Section shall not have standing to protest the City Commission's final award.

4.9 Protest – Award of Agreement

After the Notice of Intent to Award an Agreement is posted, any actual or prospective Proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the City Manager. **A protest shall be filed with the Office of the City Clerk by 5:00 PM on the 3rd Business Day after posting (excluding the day of posting) or any right to protest is forfeited.** The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received at the Office of the City Clerk.

The Protest Bond shall compensate the CITY for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the CITY. The Protest Bond shall be in the form of cash or a cashier's check, and shall be in the amount of ten thousand (\$10,000.00) dollars. Any Disqualified Proposer filing a protest shall provide a Protest Bond for that amount.

The Protest Committee shall consist of the City Manager, Assistant City Manager /COO and the Project Consultant and shall have the authority to review, settle and resolve all protests. The City Manager shall serve as the chairperson of the Committee. The City Attorney or designee shall be counsel to the Committee. Such review of all properly filed protests shall be formal and subject to Florida's Sunshine Law.

If the Protest Committee determines that the pending award of an Agreement or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken to remedy.

If the Protest Committee determines that the protest does not have merit and denies the protest, the protester may appeal to the City Commission. Appeals to the City Commission shall be filed with the Office of the City Clerk by 5:00 PM on the 3rd Business Day after the protester has been notified (excluding the day of notification) that its protest was denied by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received at the Office of the City Clerk. This process is not subject to arbitration. In the event of a timely protest, the City Manager shall stay the award of the Agreement unless, after consulting with the City Attorney and a representative from the division for which the services are being hired, the City Manager determines that the award of the Agreement without delay is necessary to protect substantial interest of the CITY. The continuation of the award process under these circumstances shall not preempt or otherwise affect the protest.

A Notice of Intent to reject all Proposals is subject to the protest procedure. Any Proposer that does not formally protest or appeal in accordance with this Section shall not have standing to protest the City Commission's final award.

4.10 Estimated Schedule

The CITY anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the CITY.

Request for Proposals Legal Advertisement	March 21, 2009 and March 28, 2009
Mandatory Pre-Proposal Meeting	March 31, 2009
Last Date for Submittal of Written Questions Prior to Proposal Due Date	April 10, 2009
Proposals Due	April 21, 2009
Selection Committee Ranking	TBA
City Commission Ratify Ranking and Award of Agreement	TBA

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SECTION 5 – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

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< Proposal >

RFP No. 2009.03

Traffic Signs Replacement Program

Proposal Submitted by:

GRAPH_{ex}
S I G N A G E

EXHIBIT B

Weston Traffic Sign Replacements / Upgrades

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total
I Signage - All prices should include Mobilization and MOT					
A	Remove and Dispose of existing signs and post	2218	EA	\$ 116.50	\$ 258,397.00
B	Furnish and Install Post Type A - 12' Hight (as per detail)	70	EA	\$ 1233.71	\$ 86,359.70
C	Furnish and Install Post Type A - 14'-2" Hight (as per detail)	24	EA	\$ 1,259.23	\$ 30,221.52
D	Furnish and Install Post Type B (as per detail)	10	EA	\$ 1,198.95	\$ 11,989.50
E	Furnish and Install Post Type C (as per detail)	1916	EA	\$ 1,198.95	\$ 2,297,188.20
F	Furnish and Install Post Type D (as per detail)	181	EA	\$ 2,368.77	\$ 428,747.37
G	Furnish and Install Sign Blades with backing as per details:				
1	D1-1 Single Destination (42 x 18)	1	EA	\$ 825.07	\$ 825.07
2	D1-2 Dual Destination (54 x 30)	1	EA	\$ 1,146.00	\$ 1,146.00
3	D11-1 Bike Route (30 x 24)	1	EA	\$ 356.36	\$ 356.36
4	D3-1 Street Name Sign (30 x 12)	440	EA	\$ 499.31	\$ 219,256.40
5	D3-2 Advance street Name Signs (60 x 42)	72	EA	\$ 1,371.06	\$ 98,716.32
6	D8-2 Hospital (24 x 24)	26	EA	\$ 318.95	\$ 8,292.70
7	FDOT 30-06 School Days Times (18 x 18)	2	EA	\$ 264.65	\$ 529.30
8	FTP-30-06 School Days Times (18 x 18)	10	EA	\$ 264.65	\$ 2,646.50
9	FTP-35-06 School Speed Limit (18 x 24)	3	EA	\$ 276.80	\$ 830.40
10	FTP-65-06 Official Use Only (12 x 18)	2	EA	\$ 260.52	\$ 521.04
11	I-6 Bus Station (18 x 18)	26	EA	\$ 264.65	\$ 6,880.90
12	M1-1 Intersate Guide Sign (24 x 24)	2	EA	\$ 318.95	\$ 637.90
13	M3-1 Cardinal Directional Auxiliary Signs North (24 x 12)	1	EA	\$ 267.16	\$ 267.16
14	M3-2 Cardinal Directional Auxillary Signs East (24 x 12)	1	EA	\$ 267.16	\$ 267.16
15	M3-3 Cardinal Directional Auxiliary Signs South (24 x 12)	3	EA	\$ 267.16	\$ 801.48
16	M4-11 Bike Route Supplemental Plaque (24 x 6)	1	EA	\$ 243.87	\$ 243.87
17	M6-1a Diagonal Arrow Auxillary (21 x 15)	9	EA	\$ 274.23	\$ 2,468.07
18	M6-3a Directional Arrow Auxillary (21 x 15)	1	EA	\$ 274.23	\$ 274.23
19	OM-1 Object Marker (12 x 12)	5	EA	\$ 244.82	\$ 1,224.10
20	R1-1 Stop (30 x 30)	369	EA	\$ 369.00	\$ 136,161.00
21	R1-2 Yeld (36 x 36 x 36)	7	EA	\$ 411.73	\$ 2,882.11
22	R1-3 4-Way (12 x 6)	20	EA	\$ 235.58	\$ 4,711.60
23	R1-4 All Way (18 x 6)	3	EA	\$ 239.02	\$ 717.06
24	R10-13 Emergency Signal (36 x 24)	10	EA	\$ 373.11	\$ 3,731.10
25	R10-20A Mon-Fri and Times (24 x 24)	14	EA	\$ 318.95	\$ 4,465.30
26	R10-7 Do Not Block Intersection (24 x 30)	4	EA	\$ 366.56	\$ 1,426.24
27	R2-1 Speed Limit (24 x 30)	207	EA	\$ 356.56	\$ 73,807.92
28	R3-1 No Right Turn (24 x 24)	10	EA	\$ 318.95	\$ 3,189.50
29	R3-17 Bike Lane (30 x 34)	199	EA	\$ 390.64	\$ 77,737.36
30	R3-17A Bike Lane Supplemental Plaques (30 x 12)	10	EA	\$ 293.02	\$ 2,930.20
31	R3-2 No Left Turn (24 x 24)	18	EA	\$ 318.95	\$ 5,741.10
32	R3-3 No Turns (24 x 24)	10	EA	\$ 318.95	\$ 3,189.50

EXHIBIT B

Weston Traffic Sign Replacements / Upgrades

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total
33	R3-4 No U-Turn 24 x 24)	59	EA	\$ 318.95	\$ 18,818.05
34	R3-5 Mandatory Lane Control (30 x 36)	17	EA	\$ 390.54	\$ 6,640.88
35	R3-5U U-Turn Only (30 x 36)	5	EA	\$ 390.64	\$ 1,953.20
36	R3-7 Mandatory Movement Lane Control (30 x 30)	9	EA	\$ 369.00	\$ 3,321.00
37	R3-9B Two Way Left Turn Only (24 x 36)	2	EA	\$ 373.11	\$ 746.22
38	R4-4 Begin Right Turn Lane Yield to Bikes (36 x 30)	109	EA	\$ 390.64	\$ 42,579.76
39	R4-7 Keep Right 1 (24 x 30)	197	EA	\$ 356.36	\$ 70,202.92
40	R4-7A Keep Right 2 (24 x 30)	6	EA	\$ 356.36	\$ 2,138.16
41	R5-1 Do Not Enter (24 x 30)	39	EA	\$ 356.36	\$ 13,898.04
42	R5-1A Wrong Way (30 x 30)	4	EA	\$ 369.00	\$ 1,476.00
43	R8-1 One Way (36 x 24)	13	EA	\$ 373.11	\$ 4,850.43
44	R7-1 No Stopping (12 x 18)	42	EA	\$ 260.52	\$ 10,941.84
45	R7-4 No Standing (12 x 18)	14	EA	\$ 260.52	\$ 3,647.28
46	R7-7 No Parking (12 x 18)	2	EA	\$ 260.52	\$ 521.04
47	R8-3 No Parking Generic (24 x 30)	26	EA	\$ 356.36	\$ 8,909.00
48	S1-1 School Advanced Warning (36 x 36)	107	EA	\$ 411.73	\$ 44,055.11
49	S2-1 School Crossing (24 x 30)	11	EA	\$ 356.36	\$ 3,919.96
50	S4-1 Time to Time AM Time to Time PM (24 x 48)	31	EA	\$ 463.38	\$ 14,364.78
51	S4-3 School (24 x 30)	59	EA	\$ 356.36	\$ 21,025.24
52	S5-1 School Speed Limit XX When Flashing (24 x 48)	27	EA	\$ 463.38	\$ 12,511.26
53	S5-2 End School Zone (24 x 30)	45	EA	\$ 356.36	\$ 16,036.20
54	W1-1 Turn (24 x 24)	69	EA	\$ 318.95	\$ 22,007.55
55	W1-2 Curve (24 x 24)	3	EA	\$ 318.95	\$ 956.85
56	W1-7 Large Arrow (Two Directions) (48 x 24)	4	EA	\$ 463.38	\$ 1,853.52
57	W11-1 Bicycle (24 x 24)	11	EA	\$ 318.95	\$ 3,508.45
58	W11-11 Golf Cart (30 x 30)	2	EA	\$ 369.00	\$ 738.00
59	W11-12P Emergency Signal Ahead (30 x 30)	3	EA	\$ 369.00	\$ 1,107.00
60	W11-2 Pedestrian (30 x 30)	3	EA	\$ 369.00	\$ 1,107.00
61	W11-8 Emergency Vehicle (30 x 30)	17	EA	\$ 369.00	\$ 6,273.00
62	W14-1 Dead End (30 x 30)	2	EA	\$ 369.00	\$ 738.00
63	W14-2 No Outlet (30 x 30)	3	EA	\$ 369.00	\$ 1,107.00
64	W16-2a Distance Ahead (24 x 12)	1	EA	\$ 267.16	\$ 267.16
65	W16-5P Advanced Arrow (24 x 18)	4	EA	\$ 276.80	\$ 1,107.20
66	W16-6P Directional Arrow (24 x 18)	40	EA	\$ 276.80	\$ 11,072.00
67	W16P-7P Diagonal Arrow (24 x 12)	69	EA	\$ 267.16	\$ 18,434.04
68	W16-9P Ahead (24 x 12)	53	EA	\$ 267.16	\$ 14,159.48
69	W3-1 Stop Ahead (36 x 36)	7	EA	\$ 411.73	\$ 2,882.11
70	W3-2 Yield Ahead (36 x 36)	3	EA	\$ 411.73	\$ 1,235.19
71	W4-1 Merge (36 x 36)	4	EA	\$ 411.73	\$ 1,646.92
72	W4-2 Lane Ends (36 x 36)	3	EA	\$ 411.73	\$ 1,235.19
73	W9-1 Right Lane Ends (30 x 30)	1	EA	\$ 369.00	\$ 369.00

EXHIBIT B

Weston Traffic Sign Replacements / Upgrades

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total
74	W8-2 Lane Ends Merge Left (30 x 30)	4	EA	\$ 391.75	\$ 1,567. ⁰⁰

TOTAL COST FOR ESTIMATED ITEMS

\$ 4175,706.27

Four million one hundred seventy Five thousand, seven hundred six and ²⁷/₁₀₀.

GraphPlex Signage

(Contractor)

Written

5.14.09

(Date)

EXHIBIT B
Weston Traffic Sign Replacements / Upgrades
Alternate Bid Items

Bid Item	Description	Unit	Unit Price
1	Furnish and Install Temporary Signs if necessary as directed by the Engineer	EA	

** Please see the attached **



May 13, 2009

Mr. John Flint
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

Exhibit B > Weston Traffic Sign Replacements / Upgrades > Alternate Bid Items

Removal of damaged sign and/or post and installation of existing signs onto
new green U-channel post

\$175.00**

Should replacement signs be required, based on size, the price will range
from \$25.00 to \$145.00 per sign.

***** NOTE: Removal prices may vary due to complexity of the repair and damage. Prices also
may vary based on whether there were multiple or single repairs during same trip.***



< Chapter 1 >

Letter of Intent



May 12, 2009

Mr. John Flint
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

Mr. Flint,

Thank you for the opportunity for GraphPlex Signage to submit this bid for the City of Weston's "Traffic Signs Replacement Program" (RFP No. 2009.03).

GraphPlex Signage has taken into consideration all logistics in planning to complete the above referenced project in a professional and timely manner. We have been providing services required to complete this project for municipalities, property management companies and land developers for over 30 years. GraphPlex Signage will uphold the "image" of the City of Weston throughout the changeover.

Should you like to meet to discuss this process in further detail, please let me know and I will gladly stop by to make a formal presentation.

Please call 954.920.0905 should you have questions or comments.

Thank you,

A handwritten signature in black ink, appearing to read "RAL W/L".

Robert L. Webster
Project Manager



< Chapter 2 >

Statement of Organization

FORM 1
PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Contractor (Proposer):

LSJ CORPORATION DBA GRAPHLEX SIGNAGE

Principal Business Address, Phone and Fax Numbers:

2301 N. 21 AVE.

HOLLYWOOD, FL 33020

954.920.0905

FAX 954.920.0906

2. Principal Contact Person(s):

ROBERT L. WEBSTER - 954.296.0198

JACK GERVASIS - 954.549.5666

3. Form of Contractor (Corporation, Partnership, Joint Venture, Other):

S - CORPORATION

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
CARL J. SCHWARTZ	3659 NE 201 ST	PRESIDENT
LISA SCHWARTZ	AVENTURA FL 33180	SECRETARY & TREASURER
JACK GERVASIS -	11818 SW 108 TERRACE MIAMI, FL 33186	VP of SALES & MARKETING

If a corporation, in what state incorporated: FL

Date Incorporated: FEBRUARY 13 2002
Month Day Year

If a Joint Venture or Partnership, date of Agreement: N/A



April 2, 2009

Mr. John Flint
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

RFP No. > 2009-03

Mr. Flint,

I am the President and sole owner of LSJ Corporation dba "GraphPlex Signs". This letter is to inform you that John P. Gervais, aka "Jack Gervais" has the authority to sign on behalf of the Company. Jack may execute and/or negotiate any and all contracts on behalf of GraphPlex Signs.

Please call 305.490.6609 should you have questions or comments.

Thank you,

A handwritten signature in black ink, appearing to read "C. Schwartz".

Carl I. Schwartz
President

The foregoing instrument was acknowledged before me this 2nd day of April, 2009 by Carl I. Schwartz, personally known to me.

A handwritten signature in black ink, appearing to read "Vickie L. Herold".

Notary Public



cc.

Calvin Giordano & Associates, Inc.
City of Weston

Name and address of all partners (state whether general or limited partnership):

Limited Partnership
Carl I. Schwartz
Lisa Schwartz

If other than a corporation or partnership, describe organization and name of principals:

5. Indicate the number of years the Proposer has had current continual successful experience as a sign installation and maintenance contractor in Dade, Broward and/or Palm Beach County.

(Minimum of five (5) years to qualify for this RFP): 7 Years

6. List all contractors participating in this project (including subcontractors, etc.):

Name	Address	Title
1. N/A		
2.		
3.		
4.		

7. Outline specific areas of responsibility for each contractor listed in Question 6.

1. N/A
2.
3.
4.

8. County or Municipal Business Tax Receipt No.

Broward County & City of Hollywood
(Attach Copy)

87.4716. SE. X

BROWARD COUNTY, FLORIDA
CERTIFICATE OF COMPETENCY

CC# SIGN ERECTION (NON-ELECTRIC)
87-4716-SE-X
WEBSTER, ROBERT L. QUALIFYING
GRAPH PLEX CORP
2301 N 21 AVE
HOLLYWOOD FL 33020
EXPIRES 08/31/2009

Board of County Commissioners, Broward County, Florida
BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
FOR PERIOD OCTOBER 1, 2008 THRU SEPTEMBER 30, 2009

☐ RENEWAL ☐ TRANSFER SEC # 37 / 379
☐ NEW DATE BUSINESS OPENED _____
STATE OR COUNTY CERT/REG # _____
Business Location Address:

2301 N 21 AVE
HOLLYWOOD 33020
BUSINESS PHONE: (800) 920-0905

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED
TO PUBLIC VIEW AT THE LOCATION ADDRESS ABOVE

TAX 45.00
BACK TAX
PENALTY
T.C. FEE
TRANSFER
TOTAL 45.00

PENALTIES IF PAID
OCT. - 10% NOV. - 15%
DEC. - 20% After DEC. 31 - 25%
Plus Tax Collection Fee of up to \$25.00
Based on Cost of Business Tax if Paid
On or After November 30.

ACCOUNT NUMBER
379-0012900

CARL SCHWARTZ
LSJ CORP
GRAPH PLEX SIGNS
2301 N 21 AVE
HOLLYWOOD FL 33020
TYPE OF BUSINESS TAX PAID
SIGN SALESMAN

BROWARD COUNTY REVENUE COLLECTION
115 S. Andrews Avenue, Rm A-100
FORT LAUDERDALE, FL 33301
www.broward.org/revenue

2008 - 2009

PAYMENT RECEIVED AS VALIDATED ABOVE

*SEE INSTRUCTIONS ON REVERSE SIDE

0000000000 0000004500 0000003790012969 1001 1

REVENUE COLLECTION DIVISION
BROWARD COUNTY, FLORIDA
701096-0001 of 0001
9/26/08 45.00
PAID 11/1/08

3 TRANSFER 189 3734

Board of County Commissioners, Broward County, Florida
BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

FOR PERIOD OCTOBER 1, 2008 THRU SEPTEMBER 30, 2009

☐ RENEWAL ☐ TRANSFER SEC # 18 / 189
☐ NEW DATE BUSINESS OPENED 02/10/99
STATE OR COUNTY CERT/REG # 47-1776-SE-X
Business Location Address:

2301 N 21 AVE
HOLLYWOOD 33020-0000
BUSINESS PHONE: (954) 920-0905

THIS RECEIPT MUST BE CONSPICUOUSLY DISPLAYED
TO PUBLIC VIEW AT THE LOCATION ADDRESS ABOVE

TAX 27.00
BACK TAX
PENALTY
T.C. FEE
TRANSFER
TOTAL 27.00

PENALTIES IF PAID
OCT. - 10% NOV. - 15%
DEC. - 20% After DEC. 31 - 25%
Plus Tax Collection Fee of up to \$25.00
Based on Cost of Business Tax if Paid
On or After November 30.

ACCOUNT NUMBER
189-0005819

GRAPH PLEX CORP
WEBSTER ROBERT/QUAL
2301 N 21 AVE
HOLLYWOOD FL 33020-2114
TYPE OF BUSINESS TAX PAID
SIGN SECTION CONTRACTOR
5 UNITS

BROWARD COUNTY REVENUE COLLECTION
115 S. Andrews Avenue, Rm A-100
FORT LAUDERDALE, FL 33301
www.broward.org/revenue

2008 - 2009

PAYMENT RECEIVED AS VALIDATED ABOVE

*SEE INSTRUCTIONS ON REVERSE SIDE

0000000000 0000002700 0000001890005819 1001 7

REVENUE COLLECTION DIVISION
BROWARD COUNTY, FLORIDA
701096-0001 of 0001
9/26/08 FOR 27.00
PAID 11/1/08

**CITY OF HOLLYWOOD LOCAL BUSINESS TAX RECEIPT**

PRINT DATE: 9/26/08

THIS IS YOUR LOCAL BUSINESS TAX RECEIPT. PLEASE DETACH AND POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION. PLEASE DO NOT REMIT ANY PAYMENT. **THIS IS NOT A BILL.**

Business Name: LSJ CORP.
Business Location: 2301 N 21 AVE
Business Class: MANUFACTURING
Tax Basis: 5 - 25 WORKERS
Receipt Number: 09 00009208
Receipt Year: 10/01/08
Expiration Date: 09/30/09

NEW CHARGES: (Itemized Below)	179.00
Base Fee	179.00
Additional Charges:	

Comments:

TOTAL NEW CHARGES:	179.00
Penalty Amount:	.00
Previous Balance Due:	.00
TOTAL AMOUNT PAID:	179.00

PURSUANT TO STATE LAW, THE LOCAL BUSINESS TAX IS LEVIED ON THE PRIVILEGE OF DOING BUSINESS WITHIN A CITY'S LIMITS, AND IS NON-REGULATORY IN NATURE. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT BY THE CITY OF HOLLYWOOD DOES NOT MEAN THAT THE CITY HAS DETERMINED THAT THE EXISTING OR PROPOSED USE OF A LOCATION IS LAWFUL. ISSUANCE OF A LOCAL BUSINESS TAX RECEIPT DOES NOT LEGALIZE OR CONDONE THE NATURE OF THE BUSINESS BEING CONDUCTED IF CONTRARY TO ANY LOCAL, STATE OR FEDERAL LAWS OR REGULATIONS.

9. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

Florida - sign fabrication and erection

10. Have you ever failed to complete any work awarded to you? Yes _____ No ☒
 If so, note when, where and why.

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?

Yes _____ No ☒ If yes, attach a separate sheet of explanation.

12. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes _____ No ☒ If yes, attach a separate sheet of explanation.

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

Yes _____ No ☒ If yes, attach a separate sheet of explanation.

14. Within the last five years, have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against any other governmental entity in Florida?

Yes _____ No ☒ If yes, attach a separate sheet of explanation.

15. On a supplemental sheet, list the equipment that your organization owns, leases or will lease or purchase that will be utilized to complete this project.

16. On a supplemental sheet, list the sign fabrication/installation experience of the key individuals of your organization, who will be working on this project.



15 > Equipment List

- *CNC Router. Multi Cam 1000 Series flat bed. Material up to 4' x 10'. For precise cutting of metal, wood and most plastics.*
- *Epilog Laser Engraver. Model Legend EX 24 – For fabrication of ADA/Braille signage.*
- *Superior Spray Booth.*
- *GraphTec Cutting Pro FC4100-75. For cutting vinyl letters, gerber masks and paper patterns.*
- *Five Dell and Two Sony PCs capable of running all equipment.*
- *Rockwell Unisaw Table Saw.*
- *Sears Craftsman Drill Press. Model 113.12550*
- *Ingersoll Rand – G125 21 Compressor.*
- *Rockwell Model 20 Vertical Bandsaw.*
- *Miller Regency 250 Spool Matic. Welding Equipment.*
- *Two – 12" Dewalt Chopsaws.*
- *One – 14" Rigid Chopsaw.*
- *Compound Miter Saw.*

Generators

- *RGB 12000 Robin*
- *Jiandong 6500*
- *Coleman 5000 Powermate*

Vehicles

- *Three quarter ton Chevy Silverado Pickup Truck*
- *Half ton Chevy Silverado Pick up Truck*
- *Three quarter ton Chevy 2500 Cargo Van*

Thank you,

A handwritten signature in black ink, appearing to read "Jack Gervais". The signature is fluid and stylized, with a long horizontal line extending to the right.

Jack Gervais
jack@graphplex.com



< Chapter 3 >

Personnel



16 > Key Staff

Bob Webster – Project Manager - Bob started GraphPlex architectural signage over 35 years ago, building our company into a diversified and respected supplier of high-end signage in the south Florida market.

Jack Gervais – VP of Sales and Marketing – facilitates client liaison/relations for four years. Jack has an extensive background in graphic arts and owned his own company, LaidlawGervais for 15 years. He will be one of your lead contacts for this project.

Ed Usher – Chief Designer of interior and exterior signage and lead fabricator of interior signage for five years. Mr. Usher worked with Interstate Signcrafters in the same capacity from 2003-2005. For 23 years at Sungraf, Ed prepared graphics for sign fabrication and supervised 5-6 Graphic Artists.

Tom Drissel – Chief Fabricator/Shop Manager at GraphPlex for over seven years. Mr. Drissel is an expert in metal, including welding, woodwork and plastic fabrication. At Sign-A-Rama's for two years, Tom learned to design, and fabricate signs. Tom worked at USA Signs for over a year in the same capacity.

Elbert Fleming – Head Fabricator – Earl started his sign career with Sun Plastics and worked there for 19 years. He has been with our company for over 11 years. Earl specializes in metal, woodwork and plastic fabrication.

GraphPlex has 8 - 10 installers, nine fabricators and seven office employees (these duties sometimes overlap). 15 employees total.

Thank you,

A handwritten signature in black ink, appearing to be "Jack Gervais", with a long horizontal line extending to the right.

Jack Gervais
jack@graphplex.com


17. On a supplemental sheet, specify as to the number of persons that will be dedicated to replace signs in the CITY; specify as to the number of persons that will be dedicated staff to the CITY during this project; specify as to the number of full-time employees in your organization.
18. On a supplemental sheet, list the substitution labor/equipment/materials specified, if any, which are proposed on this project.
19. On a supplemental sheet, list the suppliers who will be furnishing materials and/or equipment to this project.

20. Trade References:

See
please attached

21. Bank Reference:

SunTrust Bank, South Florida
2001 Hollywood Blvd.
Hollywood, FL 33020
954.883.3317


Signature

Name

VP of Sales & Marketing
Title

5/12/09
Date

[THIS SPACE INTENTIONALLY LEFT BLANK]



17 > Dedicated Staff

Project Manager – Bob Webster
Three Installers
Three Shop Fabricators

There are 14 full-time employees

**# 18 > Substitution for Labor/Equipment/Materials
<Only if Temporary Signs are Needed Due to Vandalism or Damage>**

U-Channel Posts
Post Driver
Reflective Signs
24" x 6" green street sign blades

19 > Suppliers

Broward Casting
Metal Spray Painting
Eastern Metal Supply
T & C Aluminum
Aluminum Distributors
Farco Plastics
GE Polymer Shapes
Bobcat/Auger



< Chapter 4 >

Experience / References



20 > Trade References

Picture This Promotions. Ms. Cher Beale. 954.478.8531

Aluminum Distributors. 954.523.6474

T & C Aluminum. 954.493.8500

Sheridan Lumber. Frank. 954.920.8079

Grimco. Linda. 954.316.4716

Metal Spray Painting. Mike. 954.721.2151

GE Polymer Shapes. 305.817.8786

Farco Plastics. 954.486.7660

**FORM 2
PERSONNEL**

For all principals of the Proposer and key personnel providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

Please see five (5) attachments

- A. Name and Title

- B. Years Experience with:
 - This Contractor:

 - With Other Similar Contractors:

- C. Education:
 - Degree(s)

 - Year/Specialization

- D. Professional References: (List a minimum of 3)

- E. Other Relevant Experience and Qualifications

- F. List specifically the number of crew that will be assigned to provide services, if awarded the Agreement, and identify their respective tasks.

- G. Attach applicable licenses for each individual performing services pursuant to this Agreement.



Form 2 > Robert L. "Bob" Webster > Project Manager

Experience

32 years / GraphPlex founder

Education

Broward Community College

Professional References

Young at Art Children's Museum; Ms. Mindy Shrago; 954.424.0085 x. 21

NBC Newschannel 5; Bob Saley; 561.653.5726

Duke Realty; Ms. Sandy Sanchez; 954.453.5660

Continental Real Estate Companies; Ms. Penny S. Sparks; 561.447.7876

Pride Homes; Ms. Kim Spano; 305.345.4464

Tasks

Bob will be your project manager on this project. He will oversee the manufacturing and production of all signs paying careful attention to quality control. Bob will oversee all materials, material purchasing and work closely with the production staff and how production will remove, fabricate and install sign units.

Licenses

Broward County – Sign contractor license number:

87.4716.SE.X



Form 2 > Jack Gervais > Vice President of Sales and Marketing

Experience

Five years as a GraphPlex Executive

15 years as partner in Graphic Design Studio; LaidlawGervais; Coral Gables, FL

Education

BSBA in Marketing from the University of Florida; 1988

Specialization: Marketing

Professional References

City of Sunny Isles Beach; Jorge Vera; 305.947.0606

Enochs Marketing; Ms. Pat Enochs; 305.994.8097

The DYL Group; Ms. Vivian Bonet; 305.769.3777

Seminole Casinos; Ken Bonawitz; 954.966.6300 x. 11296

The Palace at Weston; Moshe Melnik; 305.282.2345

Other Relevant Experience Qualifications

Oversaw all final production, estimating, bookkeeping and financial controls for LaidlawGervais for 15 years before joining GraphPlex Signs.

Tasks

Jack will assist Bob in overseeing both the manufacturing and production of all signs. Both Jack and Bob will oversee all materials and material purchasing as well as work closely with the production staff.



Form 2 > Ed Usher > Chief Designer

Experience

Five years as GraphPlex employee
22 years with similar sign contractors

Education

American Academy of Art, Chicago, IL

Associates in Graphic Arts

Specialization: Two year Illustration and Design

Professional References

Tracy Consultants; Bob Tracy; 954.651.2840

Signs by Tomorrow; Tom Losardo; 954.748.6990

Picture This Promotions; Cher Beale; 954.478.8531

Other Relevant Experience Qualifications

Tasks

Ed will design City of Weston signs. He will assist in the fabrication process by typesetting street names and blades. He will confirm that sign fabrication follows engineering specifications. Ed will be involved with overseeing CNC Router and Plotter functions.



Form 2 > Thomas Allen Drissel ("Tom") > Chief Fabricator/Shop Manager

Experience

Nine years sign fabrication experience
Six years as a GraphPlex fabricator
Three years with other, similar contractors

Education

Dillard High School of the Performing Arts

School of Chicago Art Institute - Bachelor of Fine Arts

Professional References

Sign A Rama; Ft. Lauderdale, FL

Signs Next; Hallandale Beach, FL

Other Relevant Experience Qualifications

Tom is a master fabricator working specifically with aluminum, acrylics, woods, etc.

Tasks

Tom will play an integral part in the fabrication process. He will be involved with material manipulation which includes, but not limited to cutting, welding, painting, assembly, etc. Tom coordinates scheduling of installations and other fabricators.



Form 2 > Elbert "Earl" Fleming > Head Fabricator

Experience

Nine years as a GraphPlex fabricator
25 years experience with other, similar contractors

Education

South Broward High School; Graduate

Professional References

US Navy veteran
Sun Graph Plastics
Architectural Identity Development Corporation

Other Relevant Experience Qualifications

Earl has been in the industry over 30 years and works daily fabricating interior and exterior signage particularly acrylics and metals.

Tasks

Earl will be an integral part of the fabrication process. He will be involved with material manipulation which includes, but not limited to cutting, welding, painting, assembly, etc. Earl will work closely with his supervisor, Tom Drissel and will also work closely with the other fabricators.

FORM 3
REFERENCES

The Proposer shall provide references of entities for comparable projects in the past five years and/or currently in progress.

1. Name of Entity: City of Sunny Isles Beach
Address: 18070 Collins Ave.
Sunny Isles Beach, FL 33160
Phone Number: 786.202.1157
Principal Contact Person(s): Jorge Vera

Description of Service and Price: Custom Street sign package
for the Golden Shores neighborhood

Year Contract Initiated: 2008

Date of Completion or if not completed yet, anticipated date of completion:
7/2008 and percentage of project completed 100%

If completed, percentage of the cost of the work performed with your own forces: 98; powder coating provided by others

2. Name of Entity: Town of Golden Beach
Address: One Golden Beach Drive
Golden Beach, FL 33160
Phone Number: 305.932.0744
Principal Contact Person(s): Cynthia Garcia, Lissette and Bonnie

Description of Service and Price: custom street signs for
entire town. All hurricane repairs/replacements

Year Contract Initiated: 2004

Date of Completion or if not completed yet, anticipated date of completion:
12/2004 and percentage of project completed _____

If completed, percentage of the cost of the work performed with your own forces: 95%; powder coating provided by others

3. Name of Entity: The Palace @ Weston
Address: 16102 Emerald Estates Dr.
Weston, FL 33331
Phone Number: 954.389.5732
Principal Contact Person(s): Moshe Melnik or Rick Gann

Description of Service and Price: Custom Street signs for community
as well as interior/exterior signage. \$150,000.00
Year Contract Initiated: 2007

Date of Completion or if not completed yet, anticipated date of completion:
7/2007 and percentage of project completed 100%

If completed, percentage of the cost of the work performed with your own
forces: 99%; Powder coating provided by others

4. Name of Entity: W Hotels - Ft. Lauderdale, FL - Ft. Lauderdale, FL 33304
Address: W/ The DYL Group
1221 Brickell Ave. #660
Miami, FL 33131
Phone Number: 954.524.0667
Principal Contact Person(s): Vivian Bonet

Description of Service and Price: provide all interior and exterior
signage for condominium/hotel project. \$500,000.00
Year Contract Initiated: 2007

Date of Completion or if not completed yet, anticipated date of completion:
6/2009 and percentage of project completed 98%

If completed, percentage of the cost of the work performed with your own
forces: 85%; powder coating, steel fabrication, LCDs
provided by others.

5. Name of Entity: Gardes Property Management
Address: 1495 Northpark Drive
Weston, FL 33326
Phone Number: 954.349.8777
Principal Contact Person(s): Dana Gehret, Mike Leeds
Grant Hall
Description of Service and Price: Custom Street signs for
Windmill Lakes Estates, Windmill Reserve, Palm Island,
Weston Hills Courtyards in the Grove, The Ridges; \$200,000 +
Year Contract Initiated: 2002
Date of Completion or if not completed yet, anticipated date of completion:
2007; company was sold and percentage of project completed 100%
If completed, percentage of the cost of the work performed with your own
forces: 95%

6. Name of Entity: Waterford Courtyards in Jacaranda
Address: c/o Landmark Management Services, Inc.
1941 NW 150th Ave., Pembroke Pines, FL 33028
Phone Number: 954.392.6000 x.223
Principal Contact Person(s): Randy Baesch
Description of Service and Price: Custom Street signs and
monument signs; \$72,000.00 +
Year Contract Initiated: 10/2006
Date of Completion or if not completed yet, anticipated date of completion:
10/2007 and percentage of project completed 100%
If completed, percentage of the cost of the work performed with your own
forces: 90%; powder coating provided by others.



< Chapter 5 >

Financial Stability



May 12, 2009

Mr. John Flint
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

Mr. Flint,

At this time and at no time in the past has GraphPlex Signage filed for bankruptcy or bankruptcy proceedings.

Please call 954.920.0905 should you have questions or comments.

Thank you,

A handwritten signature in black ink, appearing to read "Jack Gervais".

Jack Gervais
Vice President of Sales and Marketing

KEYSTONE, STEINBERG, TEGER & COMPANY

Certified Public Accountants • Professional Association

Home Tower - Suite 7B
1720 Harrison Street
Hollywood, Florida 33020

HOWARD A. STEINBERG, C.P.A.

SIDNEY TEGER, C.P.A.

SCOTT A. ENGLEHART, C.P.A.

FRANK M. VILD

JACK S. KEYSTONE, C.P.A., RETIRED

Telephone: (954) 923-8359

Fax: (954) 923-7213

*To the Board of Directors
LSJ Corporation
D/B/A Graph Plex
Hollywood, Florida*

We have compiled the accompanying balance sheet of LSJ Corporation D/B/A Graph Plex as of December 31, 2007, the related statement of operations and retained deficit, and the statement of cash flows for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Keystone Steinberg Teger & Co. CPAs P.A.
Keystone, Steinberg, Teger, & Company, CPA's, PA

May 15, 2009

LSJ CORPORATION
D/B/A GRAPH PLEX
BALANCE SHEET
DECEMBER 31, 2007

ASSETS

Current Assets

Cash	\$ 24,336
Accounts receivable	174,214
Employee loans	9,312
Inventory	5,500
Total Current Assets	<u>213,362</u>

Fixed Assets

Equipment	560,800
Auto and trucks	135,804
Office furniture and equipment	16,830
Total	<u>713,434</u>
Less: accumulated depreciation	<u>(617,502)</u>
Total Fixed Assets	<u>95,932</u>

Other Assets

Covenant not to compete	75,000
Goodwill	25,000
Total	<u>100,000</u>
Less: accumulated amortization	<u>(39,446)</u>
Total Other Assets	<u>60,554</u>

TOTAL ASSETS	\$ <u>369,848</u>
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LIABILITIES AND STOCKHOLDER'S EQUITY

Current Liabilities

Accounts payable	\$ 37,842
Credit cards payable	7,907
Customer deposit payable	211,661
Sales tax payable	3,478
Payroll taxes payable	2,706
Current portion of loans payable	2,590
Total Current Liabilities	<u>266,184</u>

Long-term Liabilities

Loan payable, net of current portion	--
Shareholder loan payable	147,844
Total Long-term Liabilities	<u>147,844</u>

Stockholder's Equity

Common stock - par value \$ 1	100
100 shares authorized, issued and outstanding	100
Retained deficit	(44,280)
Total Stockholder's Equity	<u>(44,180)</u>

TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	\$ <u>369,848</u>
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See Accountants' Report

LSJ CORPORATION
D/B/A GRAPH PLEX
STATEMENT OF OPERATIONS AND RETAINED DEFICIT
FOR THE YEAR ENDED DECEMBER 31, 2007

Revenues, Net	\$ 1,709,760
Cost of Goods Sold	<u>642,862</u>
Gross Profit	1,066,898
Operating Expenses	
Officer compensation	52,000
Salaries and wages	370,544
Commission	210
Repairs and maintenance	14,905
Rent	38,826
Payroll taxes	33,328
Other taxes	1,434
Interest	22,697
Depreciation	42,241
Donations	1,600
Advertising	1,713
Automobile expense	47,720
Bad debt expense	12,159
Bank fees	1,241
Consulting expense	271,750
Dues and subscriptions	144
Insurance	89,002
Licenses and permits	19,118
Postage and delivery	4,871
Printing and reproduction	1,118
Professional fees	13,700
Supplies	34,056
Telephone	12,372
Travel	9,498
Utilities	8,749
Amortization	6,667
Meals and entertainment	10,677
Total Operating Expenses	<u>1,122,340</u>
Net Loss From Operations	(55,442)
Other Income	
Interest Income	<u>445</u>
Total Other Income	<u>445</u>
Net Loss	(54,997)
Beginning Retained Earnings	<u>10,717</u>
Ending Retained Deficit	<u>(44,280)</u>

See Accountants' Report

LSJ CORPORATION
D/B/A GRAPH PLEX
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2007

Cash Flows From Operating Activities:

Net loss	\$ (54,997)
Adjustments to reconcile net income to net cash provided by (used for) operations:	
Depreciation	42,241
Amortization	6,667
Change in assets and liabilities:	
Accounts receivable	26,528
Employee loans	(7,969)
Accounts payable	(14,160)
Credit cards payable	(4,379)
Customer deposit payable	141,283
Sales tax payable	(683)
Payroll taxes payable	(1,435)
Cash Provided By (Used For) Operating Activities	<u>133,096</u>

Cash Flows From Investing Activities:

Loan payable - shareholder	<u>(107,442)</u>
Cash Provided By (Used For) Investing Activities	<u>(107,442)</u>

Cash Flows From Financing Activities:

Loan payable - auto	<u>(5,068)</u>
Cash Provided By (Used For) Financing Activities	<u>(5,068)</u>

Increase (Decrease) in Cash	20,586
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Beginning Balance at January 1, 2007	<u>3,750</u>
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Ending Balance at December 31, 2007	<u><u>\$ 24,336</u></u>
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See Accountants' Report

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Hollywood, Florida*

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Keystone Steinberg Teger & Co. CPA's, P.A.

Keystone, Steinberg, Teger, & Company, CPA's, PA

May 15, 2009

**LSJ CORPORATION
D/B/A GRAPH PLEX
BALANCE SHEET
DECEMBER 31, 2008**

ASSETS

Current Assets

<i>Cash</i>	\$ 8,477
<i>Accounts receivable</i>	232,184
<i>Employee loans</i>	760
<i>Shareholder loan receivable</i>	27,394
<i>Inventory</i>	5,500
<i>Work in progress</i>	157,000
<i>Total Current Assets</i>	<u>431,315</u>

Fixed Assets

<i>Equipment</i>	560,800
<i>Auto and trucks</i>	135,804
<i>Office furniture and equipment</i>	16,830
<i>Total</i>	<u>713,434</u>
<i>Less: accumulated depreciation</i>	<u>(658,833)</u>
<i>Total Fixed Assets</i>	<u>54,601</u>

Other Assets

<i>Covenant not to compete</i>	75,000
<i>Goodwill</i>	25,000
<i>Total</i>	<u>100,000</u>
<i>Less: accumulated amortization</i>	<u>(46,113)</u>
<i>Total Other Assets</i>	<u>53,887</u>

TOTAL ASSETS	\$ <u>539,803</u>
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LIABILITIES AND STOCKHOLDER'S EQUITY

Current Liabilities

<i>Accounts payable</i>	\$ 23,926
<i>Credit cards payable</i>	24,822
<i>Customer deposit payable</i>	475,489
<i>Sales tax payable</i>	6,547
<i>Payroll taxes payable</i>	2,279
<i>Total Current Liabilities</i>	<u>533,063</u>

Stockholder's Equity

<i>Common stock - par value \$ 1</i>	
<i>100 shares authorized, issued and outstanding</i>	100
<i>Retained earnings</i>	6,640
<i>Total Stockholder's Equity</i>	<u>6,740</u>

TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	\$ <u>539,803</u>
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See Accountants' Report

LSJ CORPORATION
D/B/A GRAPH PLEX
STATEMENT OF OPERATIONS AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2008

Revenues, Net	\$ 1,716,772
Cost of Goods Sold	<u>505,516</u>
Gross Profit	1,211,256
Operating Expenses	
Officer compensation	53,000
Salaries and wages	525,685
Commission	6,180
Repairs and maintenance	18,860
Rent	40,807
Payroll taxes	43,206
Other taxes	750
Interest	6,075
Depreciation	41,331
Donations	1,505
Automobile expense	41,682
Bad debt expense	3,689
Bank fees	6,290
Consulting expense	181,145
Dues and subscriptions	105
Equipment rental	1,330
Insurance	73,757
Licenses and permits	15,353
Postage and delivery	3,102
Printing and reproduction	1,565
Professional fees	18,475
Supplies	28,693
Telephone	11,480
Travel	6,493
Utilities	7,506
Amortization	6,667
Meals and entertainment	16,929
Total Operating Expenses	<u>1,161,660</u>
Net Income From Operations	49,596
Other Income	
Interest Income	<u>1,324</u>
Total Other Income	<u>1,324</u>
Net Income	50,920
Beginning Retained Deficit	<u>(44,280)</u>
Ending Retained Earnings	<u>6,640</u>

See Accountants' Report

LSJ CORPORATION
D/B/A GRAPH PLEX
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2008

Cash Flows From Operating Activities:

<i>Net Income</i>	\$ 50,920
<i>Adjustments to reconcile net income to net cash provided by (used for) operations:</i>	
<i>Depreciation</i>	41,331
<i>Amortization</i>	6,667
<i>Change in assets and liabilities:</i>	
<i>Accounts receivable</i>	(57,970)
<i>Employee loans</i>	8,552
<i>Work in progress</i>	(157,000)
<i>Accounts payable</i>	(13,916)
<i>Credit cards payable</i>	16,915
<i>Customer deposit payable</i>	263,828
<i>Sales tax payable</i>	3,069
<i>Payroll taxes payable</i>	(427)
<i>Cash Provided By (Used For) Operating Activities</i>	<u>161,969</u>

Cash Flows From Investing Activities:

<i>Loan receivable - shareholder</i>	(27,394)
<i>Loan payable - shareholder</i>	(147,844)
<i>Cash Provided By (Used For) Investing Activities</i>	<u>(175,238)</u>

Cash Flows From Financing Activities:

<i>Loan payable - auto</i>	(2,590)
<i>Cash Provided By (Used For) Financing Activities</i>	<u>(2,590)</u>

<i>Increase (Decrease) in Cash</i>	(15,859)
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<i>Beginning Balance at January 1, 2008</i>	<u>24,336</u>
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<i>Ending Balance at December 31, 2008</i>	<u>\$ 8,477</u>
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See Accountants' Report



< Chapter 6 >

Financial Statement

Form **1120S**

U.S. Income Tax Return for an S Corporation

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

2007Department of the Treasury
Internal Revenue Service (77)

For calendar year 2007 or tax year beginning

, ending

A Selection effective date 2/04/02	Use IRS label. Other- wise, print or type.	Name LSJ CORPORATION	D Employer identification number 01-0621774
B Business activity code number (see instructions) 323100		Number, street, and room or suite no. If a P.O. box, see instructions 2301 N. 21ST AVENUE	E Date incorporated 2/04/2002
C Check if Sch. M-3 attached <input type="checkbox"/>		City or town, state, and ZIP code HOLLYWOOD FL 33020	F Total assets (see instructions) \$ 369,850

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filedH Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change
(4) ☐ Amended return (5) ☐ S election termination or revocationI Enter the number of shareholders in the corporation at the end of the tax year **1**

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Gross receipts or sales	1,712,889	b Less returns and allowances	3,129	c Bal	1c	1,709,760
	2 Cost of goods sold (Schedule A, line 8)					2	642,861
	3 Gross profit. Subtract line 2 from line 1c					3	1,066,899
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)					4	
	5 Other income (loss) (see instructions—attach statement)		See Stmt 1			5	42,210
	6 Total income (loss). Add lines 3 through 5					6	1,109,109
Deductions (see instructions for limitations)	7 Compensation of officers					7	52,000
	8 Salaries and wages (less employment credits)					8	370,544
	9 Repairs and maintenance					9	14,905
	10 Bad debts					10	12,159
	11 Rents					11	38,826
	12 Taxes and licenses					12	34,762
	13 Interest					13	22,697
	14 Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)					14	42,241
	15 Depletion (Do not deduct oil and gas depletion.)					15	
	16 Advertising					16	1,713
	17 Pension, profit-sharing, etc., plans					17	
Tax and Payments	18 Employee benefit programs					18	
	19 Other deductions (attach statement)		See Stmt 2			19	525,556
	20 Total deductions. Add lines 7 through 19					20	1,115,403
	21 Ordinary business income (loss). Subtract line 20 from line 6					21	-6,294
	22a Excess net passive income or LIFO recapture tax (see instructions)	22a				22c	
	b Tax from Schedule D (Form 1120S)	22b					
	c Add lines 22a and 22b (see instructions for additional taxes)						
	23a 2007 estimated tax payments and 2006 overpayment credited to 2007	23a					
	b Tax deposited with Form 7004	23b					
	c Credit for federal tax paid on fuels (attach Form 4136)	23c					
d Add lines 23a through 23c					23d		
24 Estimated tax penalty (see instructions). Check if Form 2220 is attached				<input type="checkbox"/>	24		
25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed					25		
26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid					26		
27 Enter amount from line 26 Credited to 2008 estimated tax				Refunded	27		

Sign
Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Signature of officer

Date

Title

Paid
Preparer's
Use OnlyPreparer's
signature

Date

Check if
self-employed ☐Preparer's SSN or PTIN
P00187320Firm's name (or
yours if self-employed),
address, and ZIP code**KEYSTONE STEINBERG TEGER & CO CPA'S P.A.**
1720 HARRISON STREET SUITE 7B
HOLLYWOOD, FL 33020-6812

Phone no.

954-923-8359

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form 1120S (2007)

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	5,500
2	Purchases	2	642,861
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	Total. Add lines 1 through 5	6	648,361
7	Inventory at end of year	7	5,500
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	642,861

9a Check all methods used for valuing closing inventory: (i) ☒ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☒ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☒ No
If "Yes," attach explanation.

Schedule M Other Information (see instructions)

	Yes	No
1 Check accounting method: a <input type="checkbox"/> Cash b <input checked="" type="checkbox"/> Accrual c <input type="checkbox"/> Other (specify) ▶		
2 See the instructions and enter the: a Business activity ▶ SIGN DESIGN b Product or service ▶ SIGN DESIGN		
3 At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made?		X
4 Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
5 Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ <input type="checkbox"/> If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.		
6 If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ \$		
7 Enter the accumulated earnings and profits of the corporation at the end of the tax year. \$		
8 Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than \$250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.		X

Shareholders' Pro Rata Share Items

	Total amount
1 Ordinary business income (loss) (page 1, line 21)	1 -6,294
2 Net rental real estate income (loss) (attach Form 8825)	2
3a Other gross rental income (loss)	3a
b Expenses from other rental activities (attach statement)	3b
c Other net rental income (loss). Subtract line 3b from line 3a	3c
4 Interest income	4 445
5 Dividends: a Ordinary dividends	5a
b Qualified dividends	5b
6 Royalties	6
7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7
8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a
b Collectibles (28%) gain (loss)	8b
c Unrecaptured section 1250 gain (attach statement)	8c
9 Net section 1231 gain (loss) (attach Form 4797)	9
10 Other income (loss) (see instructions) Type ▶	10

Shareholders' Pro Rata Share Items (continued)		Total amount
Deductions	11 Section 179 deduction (attach Form 4562) Stmt 3	11
	12a Contributions	12a 1,600
	b Investment interest expense	12b
	c Section 59(e)(2) expenditures (1) Type (2) Amount See Stmt 4	12c(2)
	d Other deductions (see instructions) Type	12d 3,897,506
Credits	13a Low-income housing credit (section 42(j)(5))	13a
	b Low-income housing credit (other)	13b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c
	d Other rental real estate credits (see instructions) Type	13d
	e Other rental credits (see instructions) Type	13e
	f Credit for alcohol used as fuel (attach Form 6478)	13f
	g Other credits (see instructions) Type	13g
Foreign Transactions	14a Name of country or U.S. possession	
	b Gross income from all sources	14b
	c Gross income sourced at shareholder level Foreign gross income sourced at corporate level	14c
	d Passive category	14d
	e General category	14e
	f Other (attach statement) Deductions allocated and apportioned at shareholder level	14f
	g Interest expense	14g
	h Other Deductions allocated and apportioned at corporate level to foreign source income	14h
	i Passive category	14i
	j General category	14j
	k Other (attach statement) Other information	14k
	l Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	14l
	m Reduction in taxes available for credit (attach statement)	14m
	n Other foreign tax information (attach statement)	
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a
	b Adjusted gain or loss	15b
	c Depletion (other than oil and gas)	15c
	d Oil, gas, and geothermal properties-gross income	15d
	e Oil, gas, and geothermal properties-deductions	15e
	f Other AMT items (attach statement)	15f
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a
	b Other tax-exempt income	16b
	c Nondeductible expenses	16c 5,338
	d Property distributions	16d
	e Repayment of loans from shareholders	16e
Other Information	17a Investment income	17a 445
	b Investment expenses	17b
	c Dividend distributions paid from accumulated earnings and profits	17c
	d Other items and amounts (attach statement)	
Reconciliation	18 Income/loss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14i	18 -7,449

Schedule M-1 Balance Sheets per Books		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash		3,750		24,336
2a	Trade notes and accounts receivable	200,742		174,214	
b	Less allowance for bad debts		200,742		174,214
3	Inventories		5,500		5,500
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement) Stmnt 5		1,343		9,312
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	713,434		713,434	
b	Less accumulated depreciation	575,261	138,173	617,502	95,932
11a	Depletable assets				
b	Less accumulated depletion				
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)	100,000		100,000	
b	Less accumulated amortization	32,777	67,223	39,444	60,556
14	Other assets (attach statement)				
15	Total assets		416,731		369,850
Liabilities and Shareholders' Equity					
16	Accounts payable		52,003		37,842
17	Mortgages, notes, bonds payable in less than 1 year		5,068		2,590
18	Other current liabilities (attach statement) Stmnt 6		90,966		225,753
19	Loans from shareholders		255,286		147,844
20	Mortgages, notes, bonds payable in 1 year or more		2,590		
21	Other liabilities (attach statement)				
22	Capital stock		100		100
23	Additional paid-in capital				
24	Retained earnings		10,718		-44,279
25	Adjustments to shareholders' equity (attach statement)				
26	Less cost of treasury stock				
27	Total liabilities and shareholders' equity		416,731		369,850

Schedule M-2 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more—see instructions

1	Net income (loss) per books	-54,997	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize). Stmnt 7	42,210	a	Tax-exempt interest \$	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14i (itemize):		6	Deductions included on Schedule K, lines 1 through 12 and 14i, not charged against book income this year (itemize):	
a	Depreciation \$		a	Depreciation \$	
b	Travel and entertainment \$ 5,338	5,338	7	Add lines 5 and 6	
4	Add lines 1 through 3	-7,449	8	Income (loss) (Schedule K, line 18). Line 4 less line 7	-7,449

Schedule M-3 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	10,718	
2	Ordinary income from page 1, line 21		
3	Other additions Stmnt 8	445	
4	Loss from page 1, line 21	6,294	
5	Other reductions Stmnt 9	49,148	
6	Combine lines 1 through 5	-44,279	
7	Distributions other than dividend distributions		
8	Balance at end of tax year. Subtract line 7 from line 6	-44,279	

Schedule K-1

(Form 1120S)

Department of the Treasury
Internal Revenue Service

2007

For calendar year 2007, or tax

year beginning 1/01/07ending 12/31/07Shareholder's Share of Income, Deductions,
Credits, etc.

▶ See back of form and separate instructions.

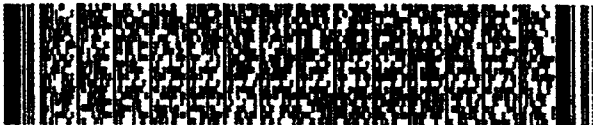
☐ Final K-1☐ Amended K-1

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	13	Credits
	-6,294		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
	445		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11	Section 179 deduction	16	Items affecting shareholder basis
		C*	5,338
12	Other deductions		
A	1,600		
O*	STMT		
		17	Other information
		A	445
* See attached statement for additional information.			

Part I Information About the Corporation

A Corporation's employer identification number
01-0621774B Corporation's name, address, city, state, and ZIP code
LSJ CORPORATION**2301 N. 21ST AVENUE
HOLLYWOOD FL 33020**C IRS Center where corporation filed return
Oden, UT 84201

Part II Information About the Shareholder

D Shareholder's identifying number
151-40-2691E Shareholder's name, address, city, state, and ZIP code
**CARL SCHWARTZ
3659 NE 201 STREET****AVENTURA FL 33180**F Shareholder's percentage of stock
ownership for tax year 100.000000%

For IRS Use Only

Depreciation and Amortization
(Including Information on Listed Property)

OMB No. 1545-0172

2007Attachment
Sequence No. **67**

▶ See separate instructions. ▶ Attach to your tax return.

Name(s) shown on return

LSJ CORPORATION

Identifying number

01-0621774

Business or activity to which this form relates

Regular Depreciation**Part I Election To Expense Certain Property Under Section 179****Note:** If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	125,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	500,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

(a) Description of property	(b) Cost (business use only)	(c) Elected cost	
6			
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2006 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2008. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.**Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)**

14	Special allowance for qualified New York Liberty or Gulf Opportunity Zone property (other than listed property) and cellulosic biomass ethanol plant property placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2007	17	40,644
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		

Section B-Assets Placed in Service During 2007 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			27.5 yrs.	MM	S/L	
			39 yrs.	MM	S/L	

Section C-Assets Placed in Service During 2007 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part IV Summary (see instructions)

21	Listed property. Enter amount from line 28	21	1,597
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations-see instr.	22	42,241
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2007)

Part V**Listed Property** (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A-Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed?					Yes	No	24b If "Yes," is the evidence written?			Yes	No
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost			
25 Special allowance for qualified Gulf Opportunity Zone property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)							25				
26 Property used more than 50% in a qualified business use:											
BMW X5	6/17/03	90.00%	63,125	47,635	5.0	200DBHY	1,597				
		%									
27 Property used 50% or less in a qualified business use:											
		%				S/L-					
		%				S/L-					
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28	1,597			
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								29			

Section B-Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person.

If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

30	Total business/investment miles driven during the year (do not include commuting miles)	(a) Vehicle 1	(b) Vehicle 2	(c) Vehicle 3	(d) Vehicle 4	(e) Vehicle 5	(f) Vehicle 6
31	Total commuting miles driven during the year						
32	Total other personal (noncommuting) miles driven						
33	Total miles driven during the year. Add lines 30 through 32						
34	Was the vehicle available for personal use during off-duty hours?	Yes	No	Yes	No	Yes	No
35	Was the vehicle used primarily by a more than 5% owner or related person?						
36	Is another vehicle available for personal use?						

Section C-Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

37	Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?	Yes	No
38	Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39	Do you treat all use of vehicles by employees as personal use?		
40	Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41	Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI**Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2007 tax year (see instructions):					
43 Amortization of costs that began before your 2007 tax year				43	6,667
44 Total. Add amounts in column (f). See the instructions for where to report				44	6,667

Federal Statements

Statement 1 - Form 1120S, Page 1, Line 5 - Other Income

<u>Description</u>	<u>Amount</u>
SECTION 481A INCOME DEFERRAL	\$
MANDATORY CASH TO ACCRUAL	
25% OF TOTAL CHANGE	<u>42,210</u>
Total	\$ <u><u>42,210</u></u>

Statement 2 - Form 1120S, Page 1, Line 19 - Other Deductions

<u>Description</u>	<u>Amount</u>
AUTOMOBILE EXPENSE	\$ 47,720
BANK SERVICE CHARGES	1,241
COMMISSIONS	210
CONSULTING EXPENSE	271,750
DUES AND SUBSCRIPTIONS	144
INSURANCE	89,002
LICENSES AND PERMITS	19,118
POSTAGE AND DELIVERY	4,871
PRINTING AND REPRODUCTION	1,118
PROFESSIONAL FEES	13,700
SUPPLIES	34,057
TELEPHONE	12,372
TRAVEL	9,498
UTILITIES	8,749
Amortization	6,667
50% of Meals & Entertainment	<u>5,339</u>
Total	\$ <u><u>525,556</u></u>

Federal Statements

Statement 3 - Form 1120S, Page 3, Schedule K, Line 12a - Contributions

<u>Desc</u>	<u>Cash</u> <u>Contrib 50%</u>	<u>Cash</u> <u>Contrib 30%</u>	<u>Noncash</u> <u>Contrib 50%</u>	<u>Noncash</u> <u>Contrib 30%</u>	<u>Cap Gain</u> <u>Prop 30%</u>	<u>Cap Gain</u> <u>Prop 20%</u>	<u>Total</u>
DONATIONS	\$ 1,600	\$	\$	\$	\$	\$	\$ 1,600
Total	<u>\$ 1,600</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 1,600</u>

Federal Statements**Statement 4 - Form 1120S, Page 3, Sch K, Line 12d - Domestic Production Activity Information**

<u>Description</u>	<u>Amount</u>
Domestic Prod Gross Receipts	\$ 1,709,760
COGS Allocable to DPGR	642,861
Direct Ded Allocable to DPGR	422,544
Indirect Ded Allocable DPGR	699,797
Form W-2 Wages	422,544
Total	<u>\$ 3,897,506</u>

Statement 5 - Form 1120S, Page 4, Schedule L, Line 6 - Other Current Assets

<u>Description</u>	<u>Beginning of Year</u>	<u>End of Year</u>
EMPLOYEE LOAN RECEIVABLE	\$ 1,343	\$ 9,312
Total	<u>\$ 1,343</u>	<u>\$ 9,312</u>

Statement 6 - Form 1120S, Page 4, Schedule L, Line 18 - Other Current Liabilities

<u>Description</u>	<u>Beginning of Year</u>	<u>End of Year</u>
SALES TAX PAYABLE	\$ 4,161	\$ 3,478
PAYROLL TAXES PAYABLE	4,141	2,706
CUSTOMER DEPOSITS	70,378	211,661
CREDIT CARD PAYABLE	12,286	7,908
Total	<u>\$ 90,966</u>	<u>\$ 225,753</u>

Statement 7 - Form 1120S, Page 4, Schedule M-1, Line 2 - Taxable Income Not on Books

<u>Description</u>	<u>Amount</u>
SECTION 481A INCOME DEFERRAL	\$
MANDATORY CASH TO ACCRUAL	
25% OF TOTAL CHANGE	42,210
Total	<u>\$ 42,210</u>

Statement 8 - Form 1120S, Page 4, Schedule M-2, Line 3(a) - Other Additions

<u>Description</u>	<u>Amount</u>
Interest Income	\$ 445
Total	<u>\$ 445</u>

Federal Statements**Statement 9 - Form 1120S, Page 4, Schedule M-2, Line 5(a) - Other Reductions**

<u>Description</u>	<u>Amount</u>
SECTION 481A INCOME DEFERRAL	\$
MANDATORY CASH TO ACCRUAL	
25% OF TOTAL CHANGE	42,210
Disallowed Entertainment Exp	5,338
Charitable Contributions	1,600
Total	\$ <u>49,148</u>

Federal Statements**CARL SCHWARTZ****151-40-2691****Schedule K-1, Box 12, Code O - Domestic Production Activities Information**

<u>Description</u>	<u>Amount</u>
Domestic Prod Gross Receipts	\$ 1,709,760
COGS Allocable to DPGR	642,861
Direct Ded Allocable to DPGR	422,544
Indirect Ded Allocable DPGR	699,797
Form W-2 Wages	422,544

Schedule K-1, Box 16, Code C - Nondeductible Expenses

<u>Description</u>	<u>Amount</u>
Page 1 Meals/Entertainment	\$ 5,338
Total	<u>\$ 5,338</u>

Form **7004**

(Rev. December 2007)

Department of the Treasury
Internal Revenue Service**Application for Automatic 6-Month Extension of Time To File
Certain Business Income Tax, Information, and Other Returns**

OMB No. 1545-021

▶ File a separate application for each return.

**Type or
Print**

Name

LSJ CORPORATION

Identifying number

01-0621774File by the due
date for the
return for which
an extension is
requested. See
instructions.

Number, street, and room or suite no. (If P.O. box, see instructions.)

2301 N. 21ST AVENUE

City, town, state, and ZIP code (If a foreign address, enter city, province or state, and country (follow the country's practice for entering postal code)).

HOLLYWOOD**FL 33020****Note. See instructions before completing this form.**1 Enter the form code for the return that this application is for (see below) **2**2 If the foreign corporation does not have an office or place of business in the United States, check here ☐3 If the organization is a corporation or partnership that qualifies under Regulations section 1.6081-5, check here ☐4a The application is for calendar year 20 **07**, or tax year beginning, and ending

b Short tax year. If this tax year is less than 12 months, check the reason:

☐ Initial return ☐ Final return ☐ Change in accounting period ☐ Consolidated return to be filed5 If the organization is a corporation and is the common parent of a group that intends to file a consolidated return, check here ▶ ☐

If checked, attach a schedule, listing the name, address, and Employer Identification Number (EIN) for each member covered by this application.

6 Tentative total tax **6**7 Total payments and credits (see instructions) **7**8 Balance due. Subtract line 7 from line 6. Generally, you must deposit this amount using the Electronic Federal Tax Payment System (EFTPS), a Federal Tax Deposit (FTD) Coupon, or Electronic Funds Withdrawal (EFW) (see instructions for exceptions) **8**

Application Is For:	Form Code	Application Is For:	Form Code
Form 706-GS(D)	01	Form 1120-ND	19
Form 706-GS(E)	02	Form 1120-ND (section 4951 taxes)	20
Form 1041 (estate)	04	Form 1120-POL	21
Form 1041 (trust)	05	Form 1120-POL	22
Form 1041-N	06	Form 1120-RIC	23
Form 1041-REIT	07	Form 1120-RIC	24
Form 1042	08	Form 1120-SF	25
Form 1065	09	Form 1120-SF	26
Form 1065-B	10	Form 1120-SF	27
Form 1066	11	Form 8612	28
Form 1120	12	Form 8612	29
Form 1120-A (fiscal year 2009-2007 corporations)	13	Form 8725	30
Form 1120-C	34	Form 8811	31
Form 1120-E	15	Form 8831	32
Form 1120-FSC	16	Form 8831	33
Form 1120-L	18	Form 8924	35

For Paperwork Reduction Act Notice, see instructions.

Form 7004 (Rev. 12-

Form **1120S**

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

Department of the Treasury
Internal Revenue Service

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.
▶ See separate instructions.

2008

For calendar year 2008 or tax year beginning

ending

1 S election effective date 2/04/02	Use IRS label. Otherwise, print or type.	Name LSJ CORPORATION	D Employer identification number 01-0621774
3 Business activity code number (see instructions) 323100		Number, street, and room or suite no. if a P.O. box, see instructions 2301 N. 21ST AVENUE	E Date incorporated 2/04/2002
4 Check if Sch. M-3 attached <input type="checkbox"/>		City or town, state, and ZIP code HOLLYWOOD FL 33020	F Total assets (see instructions) \$ 539,807

G Is the corporation electing to be an S corporation beginning with this tax year? ☐ Yes ☒ No If "Yes," attach Form 2553 if not already filed

4 Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change
 (4) ☐ Amended return (5) ☐ S election termination or revocation

5 Enter the number of shareholders who were shareholders during any part of the tax year **1**

Caution. Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Gross receipts or sales 1,716,772	b Less returns and allowances	c Bal ▶	1c	1,716,772
	2 Cost of goods sold (Schedule A, line 8)			2	505,516
	3 Gross profit. Subtract line 2 from line 1c			3	1,211,256
	4 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)			4	
	5 Other income (loss) (see instructions—attach statement) See Stmt 1			5	42,210
	6 Total income (loss). Add lines 3 through 5 ▶			6	1,253,466
Deductions (see instructions for limitations)	7 Compensation of officers			7	53,000
	8 Salaries and wages (less employment credits)			8	525,685
	9 Repairs and maintenance			9	18,860
	10 Bad debts			10	3,689
	11 Rents			11	40,807
	12 Taxes and licenses			12	43,956
	13 Interest			13	6,075
	14 Depreciation not claimed on Schedule A or elsewhere on return (attach Form 4562)			14	41,331
	15 Depletion (Do not deduct oil and gas depletion.)			15	
	16 Advertising			16	
	17 Pension, profit-sharing, etc., plans			17	
	18 Employee benefit programs			18	
	19 Other deductions (attach statement) See Stmt 2			19	418,288
	20 Total deductions. Add lines 7 through 19 ▶			20	1,151,691
	21 Ordinary business income (loss). Subtract line 20 from line 6			21	101,775
Tax and Payments	22a Excess net passive income or LIFO recapture tax (see instructions)	22a			
	b Tax from Schedule D (Form 1120S)	22b			
	c Add lines 22a and 22b (see instructions for additional taxes)			22c	
	23a 2008 estimated tax payments and 2007 overpayment credited to 2008	23a			
	b Tax deposited with Form 7004	23b			
	c Credit for federal tax paid on fuels (attach Form 4136)	23c			
	d Add lines 23a through 23c			23d	
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached ▶ <input type="checkbox"/>			24	
	25 Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed			25	
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26	
27 Enter amount from line 26 Credited to 2009 estimated tax ▶ Refunded ▶			27		

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Signature of officer

Date

Title

Paid

Preparer's signature

Date

Check if self-employed ☐

Preparer's SSN or PTIN

Preparer's Use Only

Firm's name (or yours if self-employed)

KEYSTONE STEINBERG TEGER & CO CPA'S P.A.

EIN 59-1858859

address, and ZIP code

1720 HARRISON STREET SUITE 7B
HOLLYWOOD, FL 33020-6812

Phone no

954-923-8359

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Form 1120S (2008)

Schedule A Cost of Goods Sold (see instructions)

1	Inventory at beginning of year	1	5,500
2	Purchases	2	662,516
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	Total. Add lines 1 through 5	6	668,016
7	Inventory at end of year	7	162,500
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	505,516

9a Check all methods used for valuing closing inventory: (i) ☒ Cost as described in Regulations section 1.471-3
(ii) ☐ Lower of cost or market as described in Regulations section 1.471-4
(iii) ☐ Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ ☐

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ ☐

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? ☐ Yes ☒ No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? ☐ Yes ☒ No
If "Yes," attach explanation.

Schedule B Other Information (see instructions)

	Yes	No
1 Check accounting method: a <input type="checkbox"/> Cash b <input checked="" type="checkbox"/> Accrual c <input type="checkbox"/> Other (specify) ▶		
2 See the instructions and enter the: a Business activity ▶ SIGN DESIGN b Product or service ▶ SIGN DESIGN		
3 At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a statement showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) if 100% owned, was a QSub election made?		<input checked="" type="checkbox"/>
4 Has this corporation filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		<input checked="" type="checkbox"/>
5 Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ <input type="checkbox"/> If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments		
6 If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years ▶ \$		
7 Enter the accumulated earnings and profits of the corporation at the end of the tax year. \$		
8 Are the corporation's total receipts (see instructions) for the tax year and its total assets at the end of the tax year less than \$250,000? If "Yes," the corporation is not required to complete Schedules L and M-1.		<input checked="" type="checkbox"/>

Schedule K Shareholders' Pro Rata Share Items

	Total amount
1 Ordinary business income (loss) (page 1, line 21)	1 101,775
2 Net rental real estate income (loss) (attach Form 8825)	2
3a Other gross rental income (loss) 3a	
b Expenses from other rental activities (attach statement) 3b	
c Other net rental income (loss). Subtract line 3b from line 3a 3c	
4 Interest income 4	1,324
5 Dividends: a Ordinary dividends 5a	
b Qualified dividends 5b	
6 Royalties 6	
7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S)) 7	
8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S)) 8a	
b Collectibles (28%) gain (loss) 8b	
c Unrecaptured section 1250 gain (attach statement) 8c	
9 Net section 1231 gain (loss) (attach Form 4797) 9	
10 Other income (loss) (see instructions) Type ▶ 10	

Shareholders' Pro Rata Share Items (continued)		Total amount	
Deductions	11 Section 179 deduction (attach Form 4562)	11	
	12a Contributions Stmt 3	12a	1,505
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c(2)	
	d Other deductions (see instructions) Type ▶ See Stmt 4	12d	3,961,128
Credits	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instructions) Type ▶	13d	
	e Other rental credits (see instructions) Type ▶	13e	
	f Alcohol and cellulosic biofuel fuels credit (attach Form 6478)	13f	
	g Other credits (see instructions) Type ▶	13g	
Foreign Transactions	14a Name of country or U.S. possession ▶		
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level		
	d Passive category	14d	
	e General category	14e	
	f Other (attach statement)	14f	
	Deductions allocated and apportioned at shareholder level		
	g Interest expense	14g	
	h Other	14h	
	Deductions allocated and apportioned at corporate level to foreign source income		
	i Passive category	14i	
	j General category	14j	
	k Other (attach statement)	14k	
Other information			
l Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	14l		
m Reduction in taxes available for credit (attach statement)	14m		
n Other foreign tax information (attach statement)			
Alternative Minimum Tax (AMT) Items	15a Post-1986 depreciation adjustment	15a	
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties-gross income	15d	
	e Oil, gas, and geothermal properties-deductions	15e	
	f Other AMT items (attach statement)	15f	
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	8,464
	d Property distributions	16d	
	e Repayment of loans from shareholders	16e	
Other Information	17a Investment income	17a	1,324
	b Investment expenses	17b	
	c Dividend distributions paid from accumulated earnings and profits	17c	
	d Other items and amounts (attach statement)		
Reconciliation	18 Income/loss reconciliation. Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and 14l	18	101,594

Schedule L Balance Sheets per Books		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash		24,336		8,477
2a	Trade notes and accounts receivable	174,214		232,184	
b	Less allowance for bad debts		174,214		232,184
3	Inventories		5,500		162,500
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement) Stmt 5		9,312		760
7	Loans to shareholders				27,396
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets	713,434		713,434	
b	Less accumulated depreciation	617,502	95,932	658,833	54,601
11a	Depletable assets				
b	Less accumulated depletion				
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)	100,000		100,000	
b	Less accumulated amortization	39,444	60,556	46,111	53,889
14	Other assets (attach statement)				
15	Total assets		369,850		539,807
Liabilities and Shareholders' Equity					
16	Accounts payable		37,842		23,929
17	Mortgages, notes, bonds payable in less than 1 year		2,590		
18	Other current liabilities (attach statement) Stmt 6		225,753		509,137
19	Loans from shareholders		147,844		
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock		100		100
23	Additional paid-in capital				
24	Retained earnings		-44,279		6,641
25	Adjustments to shareholders' equity (attach statement)				
26	Less cost of treasury stock				
27	Total liabilities and shareholders' equity		369,850		539,807

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more—see instructions

1	Net income (loss) per books	50,920	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize): Stmt 7	42,210	a	Tax-exempt interest \$	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12 and 14l (itemize):		6	Deductions included on Schedule K, lines 1 through 12 and 14l, not charged against book income this year (itemize):	
a	Depreciation \$		a	Depreciation \$	
b	Travel and entertainment \$ 8,464				
		8,464	7	Add lines 5 and 6	
4	Add lines 1 through 3	101,594	8	Income (loss) (Schedule K, line 18). Line 4 less line 7	101,594

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	-44,279	
2	Ordinary income from page 1, line 21	101,775	
3	Other additions Stmt 8	1,324	
4	Loss from page 1, line 21		
5	Other reductions Stmt 9	52,179	
6	Combine lines 1 through 5	6,641	
7	Distributions other than dividend distributions		
8	Balance at end of tax year Subtract line 7 from line 6	6,641	

671108

Schedule K-1

Form 1120S)

Department of the Treasury
Internal Revenue Service

2008

For calendar year 2008, or tax

year beginning _____

ending _____

☐ Final K-1☐ Amended K-1

OMB No. 1545-0130

Shareholder's Share of Income, Deductions,
Credits, etc.

▶ See back of form and separate instructions.

Part III Shareholder's Share of Current Year Income
Deductions, Credits, and Other Items

1	Ordinary business income (loss)	13	Credits
	101,775		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
	1,324		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11	Section 179 deduction	16	Items affecting shareholder basis
		C*	8,464
12	Other deductions		
A	1,505		
P*	STMT		
		17	Other information
		A	1,324

* See attached statement for additional information.

Part I Information About the Corporation

A Corporation's employer identification number

01-0621774

B Corporation's name, address, city, state, and ZIP code

LSJ CORPORATION

2301 N. 21ST AVENUE

HOLLYWOOD

FL 33020

C IRS Center where corporation filed return

Ogden, UT 84201

Part II Information About the Shareholder

D Shareholder's identifying number

151-40-2691

E Shareholder's name, address, city, state, and ZIP code

CARL SCHWARTZ

3659 NE 201 STREET

AVENTURA

FL 33180

F Shareholder's percentage of stock
ownership for tax year

100.000000 %



For IRS Use Only

Form **4562**
 Department of the Treasury
 Internal Revenue Service (99)

Depreciation and Amortization

(Including Information on Listed Property)

OMB No. 1545-0172

2008Attachment
Sequence No. **67**

▶ See separate instructions. ▶ Attach to your tax return.

Name(s) shown on return

LSJ CORPORATION

Identifying number

01-0621774

Business or activity to which this form relates

Regular Depreciation**Part I Election To Expense Certain Property Under Section 179****Note:** If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	250,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	800,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

(a) Description of property	(b) Cost (business use only)	(c) Elected cost	
6			
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2007 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2009. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.**Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)**

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)**Section A**

17	MACRS deductions for assets placed in service in tax years beginning before 2008	17	39,733
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶		

Section B—Assets Placed in Service During 2008 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	
				MM	S/L	

Section C—Assets Placed in Service During 2008 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	1,598
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instr.	22	41,331
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2008)

Part V Listed Property (Include automobiles, certain other vehicles, cellular telephones, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A—Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed?				Yes	No	24b If "Yes," is the evidence written?		Yes	No
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost	
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)						25			
26 Property used more than 50% in a qualified business use:									
BMW X5	6/17/03	90.00%	63,125	48,326	5.0	200DBHY	1,598		
		%							
27 Property used 50% or less in a qualified business use:									
		%				S/L-			
		%				S/L-			
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28	1,598	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								29	

Section B—Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person.

If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

30 Total business/investment miles driven during the year (do not include commuting miles)	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year	
42 Amortization of costs that begins during your 2008 tax year (see instructions):						
43 Amortization of costs that began before your 2008 tax year					43	6,667
44 Total. Add amounts in column (f). See the instructions for where to report					44	6,667

Federal Statements

Statement 1 - Form 1120S, Page 1, Line 5 - Other Income

Description	Amount
SECTION 481A INCOME DEFERRAL	\$
MANDATORY CASH TO ACCRUAL	
25% OF TOTAL CHANGE	42,210
Total	\$ 42,210

Statement 2 - Form 1120S, Page 1, Line 19 - Other Deductions

Description	Amount
AUTOMOBILE EXPENSE	\$ 41,682
BANK SERVICE CHARGES	6,290
COMMISSIONS	6,180
CONSULTING EXPENSE	181,145
DUES AND SUBSCRIPTIONS	105
EQUIPMENT RENTAL	1,330
INSURANCE	73,757
LICENSES AND PERMITS	15,353
POSTAGE AND DELIVERY	3,102
PRINTING AND REPRODUCTION	1,565
PROFESSIONAL FEES	18,475
SUPPLIES	28,693
TELEPHONE	11,480
TRAVEL	6,493
UTILITIES	7,506
Amortization	6,667
50% of Meals & Entertainment	8,465
Total	\$ 418,288

Federal Statements

Statement 3 - Form 1120S, Page 3, Schedule K, Line 12a - Contributions

<u>Description</u>		<u>Cash Contrib</u>	<u>Cash</u>	<u>Cash</u>	<u>Noncash</u>	<u>Noncash</u>	<u>Cap Gain</u>	<u>Cap Gain</u>	<u>Total</u>
		<u>100% (Qualified)</u>	<u>Contrib 50%</u>	<u>Contrib 30%</u>	<u>Contrib 50%</u>	<u>Contrib 30%</u>	<u>Prop 30%</u>	<u>Prop 20%</u>	
DONATIONS		\$	\$ 1,505	\$	\$	\$	\$	\$	\$ 1,505
Total		\$ 0	\$ 1,505	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,505

Federal Statements**Statement 4 - Form 1120S, Page 3, Sch K, Line 12d - Domestic Production Activity Information**

Description	Amount
Domestic Prod Gross Receipts	\$ 1,716,772
COGS Allocable to DPGR	505,516
Direct Ded Allocable to DPGR	578,685
Indirect Ded Allocable DPGR	581,470
Form W-2 Wages	578,685
Total	<u>\$ 3,961,128</u>

Statement 5 - Form 1120S, Page 4, Schedule L, Line 6 - Other Current Assets

Description	Beginning of Year	End of Year
EMPLOYEE LOAN RECEIVABLE	\$ 9,312	\$ 760
Total	<u>\$ 9,312</u>	<u>\$ 760</u>

Statement 6 - Form 1120S, Page 4, Schedule L, Line 18 - Other Current Liabilities

Description	Beginning of Year	End of Year
SALES TAX PAYABLE	\$ 3,478	\$ 6,547
PAYROLL TAXES PAYABLE	2,706	2,279
CUSTOMER DEPOSITS	211,661	475,489
CREDIT CARD PAYABLE	7,908	24,822
Total	<u>\$ 225,753</u>	<u>\$ 509,137</u>

Statement 7 - Form 1120S, Page 4, Schedule M-1, Line 2 - Taxable Income Not on Books

Description	Amount
SECTION 481A INCOME DEFERRAL	\$
MANDATORY CASH TO ACCRUAL	
25% OF TOTAL CHANGE	42,210
Total	<u>\$ 42,210</u>

Statement 8 - Form 1120S, Page 4, Schedule M-2, Line 3(a) - Other Additions

Description	Amount
Interest Income	\$ 1,324
Total	<u>\$ 1,324</u>

Federal Statements

Statement 9 - Form 1120S, Page 4, Schedule M-2, Line 5(a) - Other Reductions

<u>Description</u>	<u>Amount</u>
SECTION 481A INCOME DEFERRAL	\$
MANDATORY CASH TO ACCRUAL	
25% OF TOTAL CHANGE	42,210
Disallowed Entertainment Exp	8,464
Charitable Contributions	<u>1,505</u>
Total	<u>\$ 52,179</u>

Federal Statements
CARL SCHWARTZ
151-40-2691

Schedule K-1, Box 12, Code P - Domestic Production Activities Information

<u>Description</u>	<u>Amount</u>
Domestic Prod Gross Receipts	\$ 1,716,772
COGS Allocable to DPGR	505,516
Direct Ded Allocable to DPGR	578,685
Indirect Ded Allocable DPGR	581,470
Form W-2 Wages	578,685

Schedule K-1, Box 16, Code C - Nondeductible Expenses

<u>Description</u>	<u>Amount</u>
Page 1 Meals/Entertainment	\$ 8,464
Total	<u>\$ 8,464</u>



< Chapter 7 >

Litigation History



May 12, 2009

Mr. John Flint
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

Mr. Flint,

At this time and at no time in the past has LSJ Corporation been involved with any type of litigation pertaining to our fabrication or installation.

Please call 954.920.0905 should you have questions or comments.

Thank you,

A handwritten signature in black ink, appearing to read "Jack Gervais".

Jack Gervais
Vice President of Sales and Marketing



< Chapter 8 >

Insurance Requirement



May 12, 2009

Mr. John Flint
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

Mr. Flint,

The attached is our current Certificate of Liability Insurance. Should we be awarded this project, the stated increases in RFP No. 2009.03 will be met. An updated Certificate will be supplied at that time.

Please call 954.920.0905 should you have questions or comments.

Thank you,

A handwritten signature in black ink, appearing to read "Jack Gervais".

Jack Gervais
Vice President of Sales and Marketing

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID#M GRAPH-9	DATE (MM/DD/YYYY) 04/03/09
PRODUCER The Flastridge Agency-CSO 9660 W. Sample Road #103 Coral Springs FL 33065 Phone: 954-752-8230 Fax: 954-344-8621		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Graph Plex Signs 2301 N 21st Ave Hollywood FL 33020		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Landmark American	
		INSURER B: ACE Property and Casualty	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, BOTH BEGINNING AND ENDING ON THE DATE OF THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

TYPE	CODE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR AGG. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC.	LBAG43623	03/10/09	03/10/10	BODILY OCCURRENCE \$ 1,000,000 BODILY PROPERTY DAMAGE (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP. ADJ \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COVERED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		BARGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - SA ACCIDENT \$ OTHER THAN SA ACC \$ AGG \$
		BIENESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYMENT LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	C45112238	05/19/08	05/19/09	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - SA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS / ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

manufacturer signs

The City of Weston, Calvin Glordano & Associates Inc, Weiss Serota Helfman
 Pastoriza Cole & Boniske P.L. and Municipal Technologies LLC shall be named
 as additional insured ATIMA on all policies except Worker's Compensation

CERTIFICATE HOLDER

CANCELLATION

CITYM11 City of Weston 17200 Royal Palm Blvd Weston FL 33326	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE WRITING INSURER WILL ADVISE BY MAIL, <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. <i>Sandra A. Sauer</i>
--	---

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2009

PRODUCER Steven Enfield State Farm Insurance 8040 Peters Rd Suite H-108 Plantation, Florida 33324	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED LEJ CORP DBA GRAPH-PLEX SIGNS 2301 N 21ST AVE HOLLYWOOD, FLORIDA 33828	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: State Farm Mutual Automobile Insurance Company 28774</td> <td>25178</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Mutual Automobile Insurance Company 28774	25178	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: State Farm Mutual Automobile Insurance Company 28774	25178												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DATE (MM/DD/YYYY)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> POC <input type="checkbox"/> AGG <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Per one person) \$ PERSONAL & ADJ INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPLET AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comprehensive \$500 <input checked="" type="checkbox"/> Collision \$500	434-2818-D81-88A 06 CHEVROLET C1500 38CEC14VXBG138811 434-2818-D81-88A 85 CHEVY 2800 16C8G25V351235274	04/01/2008	10/01/09	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ 250,000.00 BODILY INJURY (Per accident) \$ 500,000.00 PROPERTY DAMAGE (Per accident) \$ 100,000.00
	DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC EXCL. <input type="checkbox"/> POLY LIMIT <input type="checkbox"/> BOTH EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYER \$ EL DISEASE - POLICY LIMIT \$
	3rd auto - same coverages	434-2818-D81-59	04/01/2008	10/01/2009	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY END ORIGINATOR / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITY OF WESTON
 17280 ROYAL PALM BLVD.
 WESTON, FL 33326

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITING NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

APPROVED REPRESENTATIVE

Steven Enfield



< Chapter 9 >

Criminal Convictions



May 12, 2009

Mr. John Flint
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

Mr. Flint,

At this time and at no time in the past has any officer or employee of LSJ Corporation been involved with any type of criminal conviction relating to our business.

Please call 954.920.0905 should you have questions or comments.

Thank you,

A handwritten signature in black ink, appearing to be "Jack Gervais".

Jack Gervais
Vice President of Sales and Marketing



< Chapter 10 >

Non-Collusion Certification

**FORM 4
NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is VP of Sales and Marketing of GraphPlex Signage, the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the proposed Agreement; and

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FORM 4
NON-COLLUSION AFFIDAVIT
(CONTINUED)

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
Signature (Blue ink only)

JACK GERVAIS (CORPORATE SEAL)
Print Name

VP of Sales & Marketing
Title

5/11/09
Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11th day of May,
2009, by Jack Gervais as VP of Sales & Marketing for LSJ Corp / Graph Alex Signs

Personally known to me ✓ OR

has produced Identification _____, type of identification produced _____

Vickie L. Herold
NOTARY PUBLIC

My Commission Expires:





< Chapter 11 >

Independence Affidavit



< Chapter 12 >

Drug-Free Workplace

**FORM 5
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby

certifies that GraphPlex Signage does:
(Name of Company)


1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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FORM 5
DRUG-FREE WORKPLACE
(CONTINUED)

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this contractor complies fully with the above requirements.


Signature (Blue ink only)

Jack Gervais (CORPORATE SEAL)
Print Name

VP of Sales and Marketing
Title

05.11.09
Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

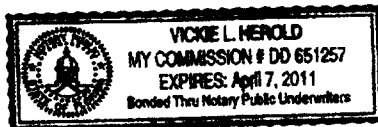
The foregoing instrument was acknowledged before me this 11th day of May, 2009,
by Jack Gervais as VP of Sales + Marketing for
LST Corp. / Graph Plex Signs.

Personally known to me ☒ OR

has produced Identification _____, type of identification produced _____.


NOTARY PUBLIC

My Commission Expires:





Drug-Free Work Place > Supplement to Form 5

GraphPlex is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any GraphPlex employee illegally uses drugs or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells drugs in the workplace. Therefore, GraphPlex has established the following policy:

1. It is a violation of company policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs or alcohol on the job.
2. It is a violation of company policy for anyone to report to work under the influence of illegal drugs or alcohol – that is with illegal drugs or alcohol in his or her body.
3. It is a violation of the company policy for anyone to use prescription drugs illegally.
4. Violations of this policy are subject to disciplinary action up to and including termination.

It is the responsibility of the company's supervisors to counsel employees whenever they see changes in performance or behavior that suggests an employee is under the influence of alcohol or other drugs. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that illegal drug use and alcohol abuse are incompatible with employment at GraphPlex.

Thank you,

A handwritten signature in black ink, appearing to be "Jack Gervais", with a long horizontal line extending to the right.

Jack Gervais
jack@graphplex.com

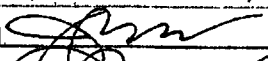
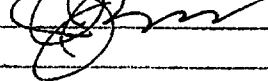


< Chapter 13 >

Addenda

**FORM 6
ACKNOWLEDGMENT OF ADDENDA**

The Proposer hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	4/17/09	Jack Gervais	VP Sales & Mktg	
2	4/24/09	Jack Gervais	"	

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< Chapter 14 >

Certification to Accuracy Of Proposal

**FORM 7
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is VP of Sales & Marketing of Graphflex Signage, the
Proposer that has submitted the attached Proposal;

2. a. Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

b. Additionally, the Proposer agrees and understands that Proposer shall give the CITY written notice of any other relationships professional, financial or otherwise that Proposer enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 7
INDEPENDENCE AFFIDAVIT
(CONTINUED)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.


Signature (Blue ink only)

Jack Gervais

(CORPORATE SEAL)

Print Name

VP of Sales & Marketing

Title

5.11.09

Date

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11th day of May, 2009,
by Jack Gervais as VP of Sales + Marketing for
LSJ Corp / Graph Plex Signs.

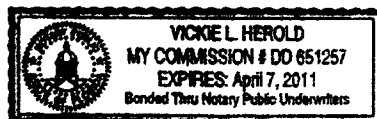
Personally known to me ☒ OR

has produced Identification _____, type of identification produced _____.

Vickie L. Herold

NOTARY PUBLIC

My Commission Expires:



FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL

Proposer, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

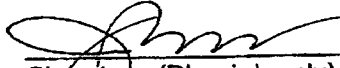
The undersigned individual, being duly sworn, deposes and says that:

1. He/She is VP of Sales & Marketing of Graphflex Signage, the Proper that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL
(CONTINUED)

5. No information that is included in such Forms, Affidavits or documents is false or misleading.


Signature (Blue ink only)

Jack Gervais

(CORPORATE SEAL)

Print Name

VP of Sales & Marketing

Title

5.11.09

Date

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11th day of May, 2009,
by Jack Gervais as VP of Sales & Marketing for
LSJ Corp / Graph Plex Signs.

Personally known to me ✓ OR

has produced Identification _____, type of identification produced _____.



NOTARY PUBLIC

My Commission Expires:



SECTION 6 – AGREEMENT

The agreement located in this Section of the RFP for Traffic Signs Replacement Program is the form of the agreement that will be utilized with the successful Proposer. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**AGREEMENT
AMONG THE
CITY OF WESTON
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT
AND
GraphPlex Signage
FOR
TRAFFIC SIGNS REPLACEMENT PROGRAM**

RFP NO. 2009-03

This Agreement, is made and entered into the 2 day of DECEMBER, 2009 among the City of Weston, a Florida municipal corporation, the Indian Trace Development District, and the Bonaventure Development District (collectively, the "CITY"), and GraphPlex Signage ("CONTRACTOR") for services related to the Traffic Signs Replacement Program, ("Agreement").
References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the CITY, solicited proposals from contractors to perform services related to the Traffic Signs Replacement Program; and

WHEREAS, Proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the City Commission has selected the CONTRACTOR upon the recommendation of the Selection Committee to perform services related to the Traffic Signs Replacement Program; and

WHEREAS, on August 17, 2009, the CITY enacted Resolution No. 2009-68, which ratified the ranking of Proposals for Traffic Signs Replacement Program, and on October 5, 2009, the CITY enacted Resolution No. 2009-98, which awarded the Agreement to the top ranked proposer, GraphPlex Signage; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

- 1.1 The CONTRACTOR must meet the requirements and perform the services identified in the Request for Proposals for the Traffic Signs Replacement Program dated March 2009, ("RFP"), attached hereto and made a part hereof, as Exhibit "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B".
- 1.2 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the RFP or in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

SECTION 2. TERM

- 2.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend for a five (5) year term.
- 2.2 After the initial five (5) year term, the Contract may be extended for two (2) additional five (5) year periods by mutual agreement of the parties provided that all terms and conditions of the original Agreement remain unchanged. All unit prices shall be adjusted on October 1 of each year based on the most recently available Consumer Price Index (CPI) for the Miami-Fort Lauderdale region (provided, however that rates will not increase by more than 5% annually). The Work shall be performed in phases, and each phase shall be specified in a Work Order. Each Work Order shall specify as to the time frames for Substantial Completion and Final Completion. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 5 of this Agreement.

SECTION 3. DATE OF COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION

- 3.1 The Date of Commencement is the date from which the contract time is measured, and shall be the date set forth in the Notice to Proceed/Work Order as issued by the CITY. Should the CONTRACTOR incur costs prior to the issuance of the Notice to Proceed, any such costs shall be incurred at the CONTRACTOR's risk, and the CITY shall not reimburse the CONTRACTOR for any such costs under any circumstances, except as to the wind testing as specified in this RFP. If CONTRACTOR fails to commence the Work within one (1) week of the date set forth in the Notice To Proceed/Work Order, CITY may terminate the Contract immediately, without providing an opportunity to cure.

- 3.2 The Work shall be performed in phases, and each phase shall be specified in a Work Order. Each Work Order shall specify as to the time frames for Substantial Completion and Final Completion.
- 3.3 CITY and CONTRACTOR recognize that time is of the essence with respect to this Agreement and CITY would suffer financial loss if the Work is not completed within the time specified in the Work Orders, subject to adjustments of the Contract Time. CITY and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by CITY if the Work is not completed on time. Accordingly, in lieu of requiring any such proof, CITY and CONTRACTOR hereby agree that, as liquidated damages for delay, CONTRACTOR shall pay CITY, in addition to any other damages and/or remedies to which CITY may be entitled, the amount of one tenth of one percent (0.10%) of the Work Order value, inclusive of adjustments, per day, or One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), whichever is greater, for each calendar day after the time specified in paragraph 3.2 for each Substantial Completion date until the Work is substantially complete. If CONTRACTOR shall neglect, refuse or fail to complete the Work by the completion date within the time specified in the Work Orders as described in paragraph 3.2 for final completion and readiness for final payment including any proper extensions thereof granted by CITY, CONTRACTOR shall pay CITY, in addition to any other damages and/or remedies to which CITY may be entitled, the amount of one tenth of one percent (0.10%) of the Work Order value, inclusive of adjustments, per day, or One Thousand and 00/100 Dollars (\$1,000.00), whichever is greater, for each calendar day after the time specified above for final completion and readiness for final payment. CITY and CONTRACTOR further agree that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the CITY due to delay, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

SECTION 4. COMPENSATION

- 4.1 The amount of compensation payable by the CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit "C", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 4.2 CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid

previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

- 4.3 CITY shall pay CONTRACTOR in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the City Manager, for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 4.4 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 4.5 Payment shall be made to CONTRACTOR by check or by Electronic Funds Transfer (EFT) as determined by the CITY.
- 4.6 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 4.7 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- 4.8 If the total consideration for this Agreement is subject to multi-year funding allocations, funding for each applicable fiscal year of this Agreement shall be subject to City Commission budgetary appropriation. In the event that the CITY does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary. The CITY will notify the CONTRACTOR in writing after the adoption of the final CITY budget for each subsequent year if funding is not approved for this Agreement.

SECTION 5. TERMINATION

- 5.1 This Agreement may be terminated for cause by action of the City Commission if the CONTRACTOR is in breach and has not corrected the breach within thirty (30) days after written notice from the CITY identifying the breach, or for convenience by action of the City Commission upon not less than thirty (30) days' written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.

This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within thirty (30) days after written notice from the CONTRACTOR identifying the breach.

- 5.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 5.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.
- 5.4 In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 8.1 of this Agreement. In no event shall the CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
- 5.5 CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 6. INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY, Calvin, Giordano & Associates, Inc., Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., and Municipal Technologies, LLC and any of their officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- 6.2 CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY, Calvin, Giordano & Associates,

Inc., Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., and Municipal Technologies, LLC and any of their officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.

- 6.3 CONTRACTOR shall indemnify CITY, Calvin, Giordano & Associates, Inc., Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., and Municipal Technologies, LLC and any of their officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY, Calvin, Giordano & Associates, Inc., Weiss Serota Helfman Pastoriza Cole & Boniske, P.L., and Municipal Technologies, LLC, and any of their officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- 6.4 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- 6.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

SECTION 7. INSURANCE

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP.

SECTION 8. MISCELLANEOUS

- 8.1 **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, prototypes and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City Manager within seven (7) days of termination of this Agreement by either

party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

- 8.2 Audit and Inspection Rights and Retention of Records.** CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the RFP for CONTRACTOR services.

- 8.3 Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

- 8.4 Public Entity Crime Act.** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract

to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

- 8.5 Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 8.6 Third Party Beneficiaries.** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 8.7 Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: John R. Flint, City Manager
Weston City Hall
17200 Royal Palm Boulevard
Weston, Florida 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301

CONTRACTOR: GraphPlex Signage
2301 North 21st Avenue
Hollywood, FL 33020

- 8.8 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the City Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to CITY'S satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 8.9 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 8.10 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 8.11 Materiality and Waiver of Breach.** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 8.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 8.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 8.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 8.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

- 8.16 Applicable Law and Venue; Attorneys Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- 8.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 8.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 8.17 above.
- 8.19 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 8.20 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 8.21 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 8.22 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 8.23 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 8.24 Public Records.** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CITY contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access

by the CITY and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the CITY.

- 8.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 8.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT AMONG THE CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT AND GraphPlex Signage FOR TRAFFIC
SIGNS REPLACEMENT PROGRAM.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the
respective dates under each signature: City of Weston through its City Commission, signing by and
through its Mayor, authorized to execute same by Commission action on the 5th day of
October, 2009; and _____ authorized to execute same,
through its _____.

CITY OF WESTON
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

ATTEST:

By: [Signature]
Eric M. Hersh, Mayor and Chair

Patricia A. Bates
Patricia A. Bates, CMC, City Clerk

19th day of November, 2009

By: [Signature]
John R. Flint, City Manager

17th day of November, 2009

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: [Signature]
Jamie Alan Cole, City Attorney

13th day of November, 2009

(CITY SEAL)

WT COND 008

WITNESSES:

CONTRACTOR, GRAPH PLEX SIGN

Anna B Ernst

By: [Signature]
TITLE

Anna B Ernst
Print Name

ROBERT L. WESTON
Print Name

28 day of Oct, 2009

[Signature]

MICHAEL D. CONNER
Print Name

(CORPORATE SEAL)

DECORATIVE ELEMENT
ROUTED THRU SIGN BLADE

PRIMARY SIGN TYPE "A"

FINISH ON ALL SIGN COMPONENTS
IS TO MATCH POWDER COAT #9411-8040
QUAKER BRONZE BY TCI POWDER COATINGS

35 MPH OR GREATER; 6'-0" to 12'-0"
DISTANCE TO EDGE OF PAVEMENT
30 MPH OR LESS; 3'-0" to 6'-0"
DISTANCE TO EDGE OF PAVEMENT
(USED WHEN THERE IS NO CURB)

2'-0" MINIMUM DISTANCE
TO FACE OF CURB

R1-1

R3-5R

2'-6"
2'-6"
6'-0" MINIMUM



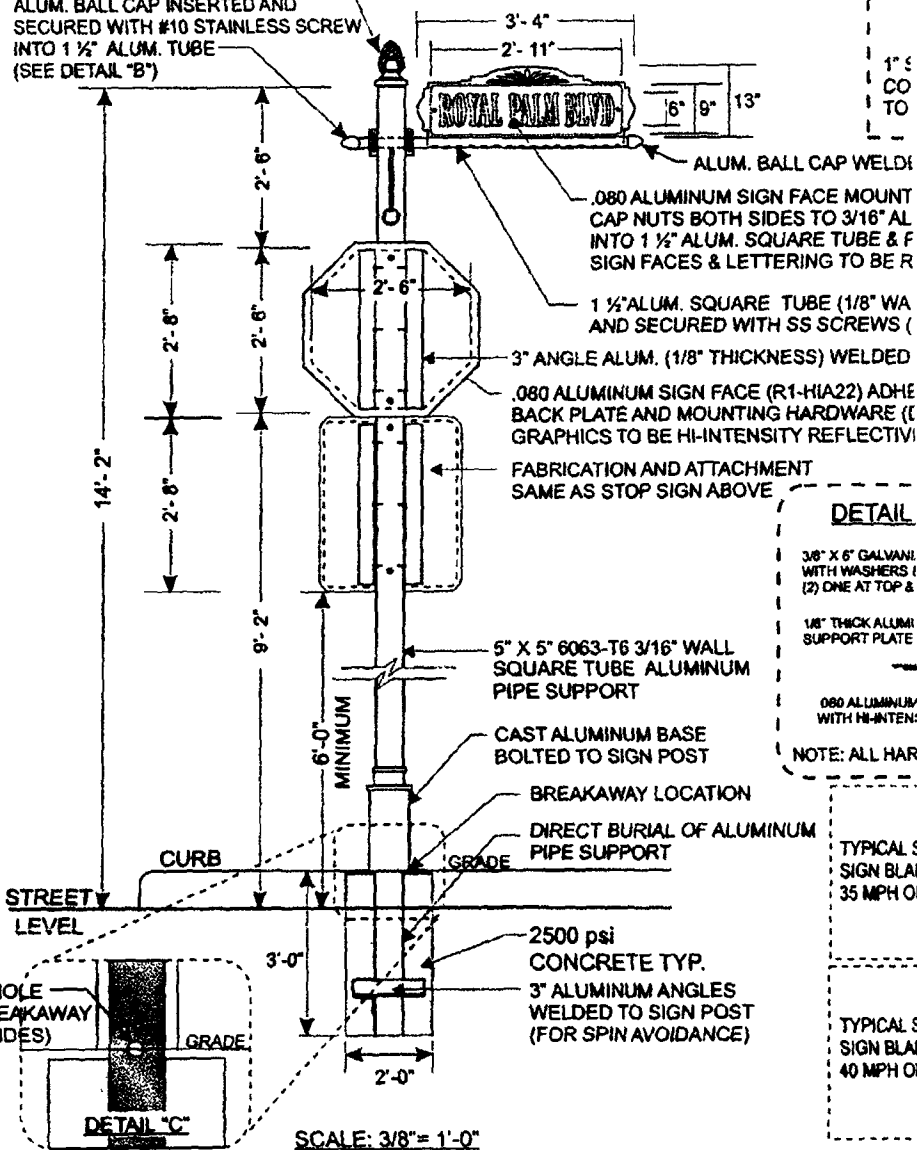
2'-0"

CURB

PAVEMENT

SCALE: 1/2" = 1'-0"

CUSTOM ALUMINUM ACORN TOP
WELDED TO SIGN POST
ALUM. BALL CAP INSERTED AND
SECURED WITH #10 STAINLESS SCREW
INTO 1 1/2" ALUM. TUBE
(SEE DETAIL "B")

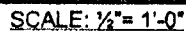


TRACY CONSULTANTS, INC.
Robert N. Tracy, P.E.
4660 128th AVE. S.W.
FORT LAUDERDALE, FL. 33330 954-434-5035

CA#3958
Cert. #11363

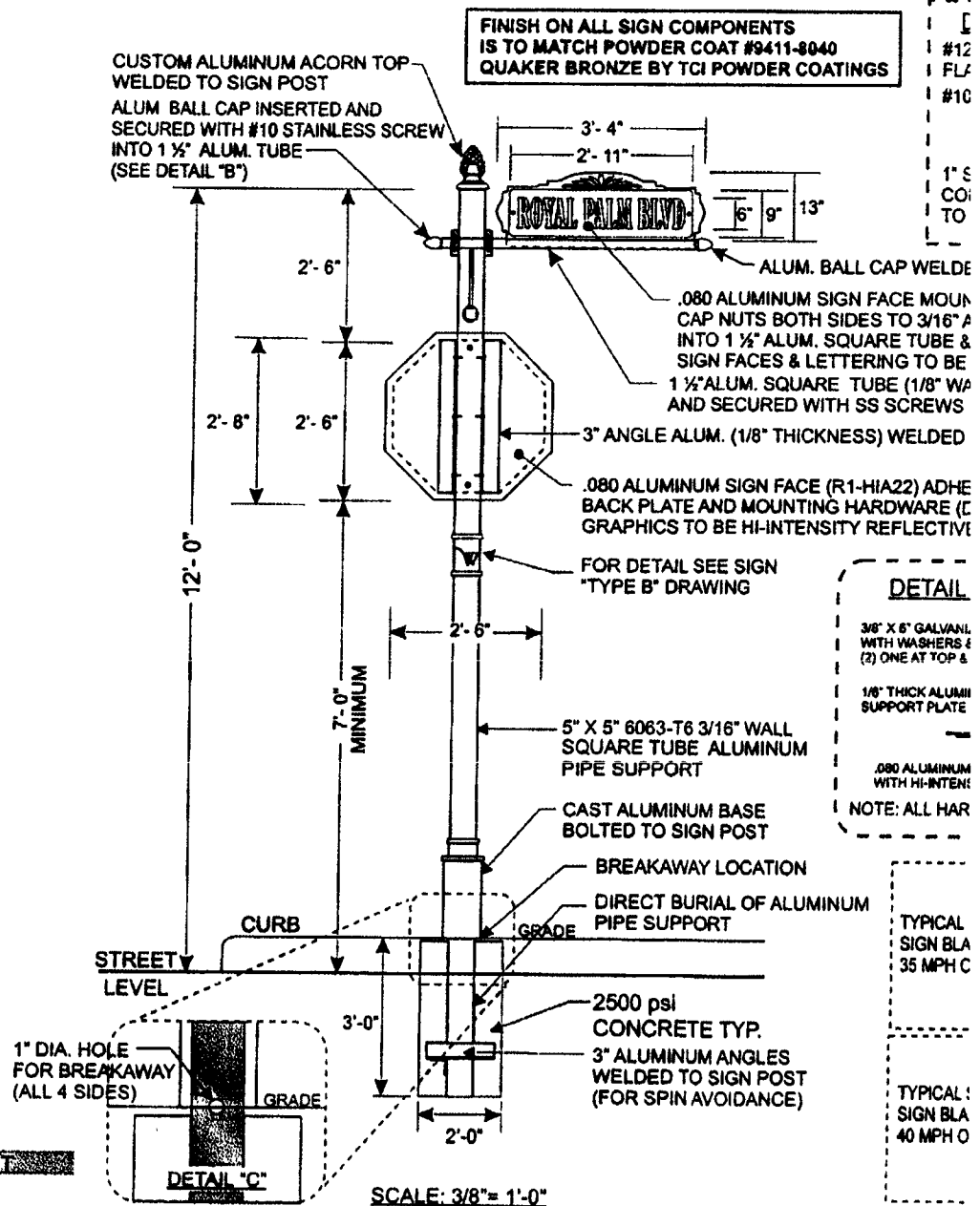
Designed in accordance with the 2004 Florida Building code and ASCE 7-02
Wind Velocity: V = 146 (Dade County) V = 140 (Broward County)
Exposure "C" Job site: Weston, FL

PRIMARY SIGN TYPE "A"



CA#3958
Cert. #11363

Designed in accordance with the 2004 Florida Building code and ASCE 7-02
Wind Velocity: V = 146 (Dade County) V = 140 (Broward County)
Exposure "C" Job site: Weston, FL



SIGN TYPE "B"

DECORATIVE ELEMENT
ROUTED THRU SIGN BLADE

ROYAL PALM BLVD

35 MPH OR GREATER; 6'-0" to 12'-0"
DISTANCE TO EDGE OF PAVEMENT
30 MPH OR LESS; 3'-0" to 6'-0"
DISTANCE TO EDGE OF PAVEMENT
(USED WHEN THERE IS NO CURB)

2'-0" MINIMUM DISTANCE
TO EDGE OF CURB

10'-0"

CURB

PAVEMENT

SCALE: 1/2" = 1'-0"

CUSTOM ALUMINUM ACORN TOP
WELDED TO SIGN POST
ALUM. BALL CAP INSERTED AND
SECURED WITH #10 STAINLESS SCREW
INTO 1 1/2" ALUM. TUBE
(SEE DETAIL "B")

3'-4"

2'-11"

6" 9" 13"

ROYAL PALM BLVD

ALUM. BALL CAP W/

.080 ALUMINUM SIGN FACE MOUN

CAP NUTS BOTH SIDES TO 3/16" A

INTO 1 1/2" ALUM. SQUARE TUBE &

SIGN FACES & LETTERING TO BE I

1 1/2" ALUM. SQUARE TUBE (1/8" W/

AND SECURED WITH SS SCREWS

1/4" THICK CUT OUT ALUMINUM "W" LOGC

WITH 3/4" X 3/4" ALUMINUM BORDERS ADI

5" X 5" 6063-T6 3/16" WALL

SQUARE TUBE ALUMINUM

PIPE SUPPORT

CAST ALUMINUM BASE

BOLTED TO SIGN POST

BREAKAWAY LOCATION

DIRECT BURIAL OF

ALUMINUM PIPE SUPPORT

2500 psi

CONCRETE TYP.

3" ALUMINUM ANGLES

WELDED TO SIGN POST

(FOR SPIN AVOIDANCE)

1'-4"

2'-6"

10'-0"

12'-0"

STREET

LEVEL

CURB

GRADE

1" DIA. HOLE

FOR BREAKAWAY

(ALL 4 SIDES)

DETAIL "C"

SCALE: 3/8" = 1'-0"

FINI
IS T
QU

DEI
#12 ST/
FLATHE
#10 ST/

1" SOLI
COLLA
TO SIG

NOTE: ALL HAF

TYPICAL S
SIGN BLAI
35 MPH OI

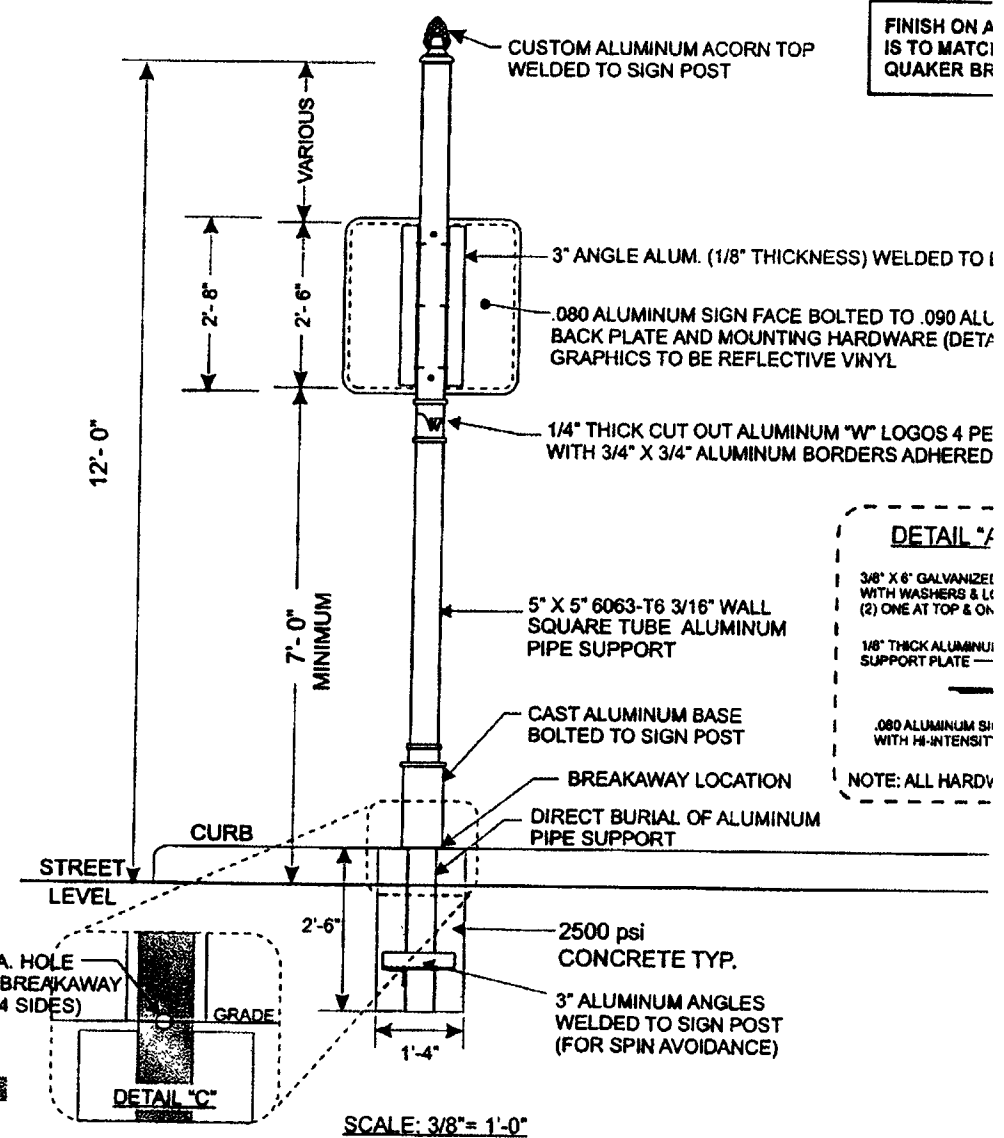
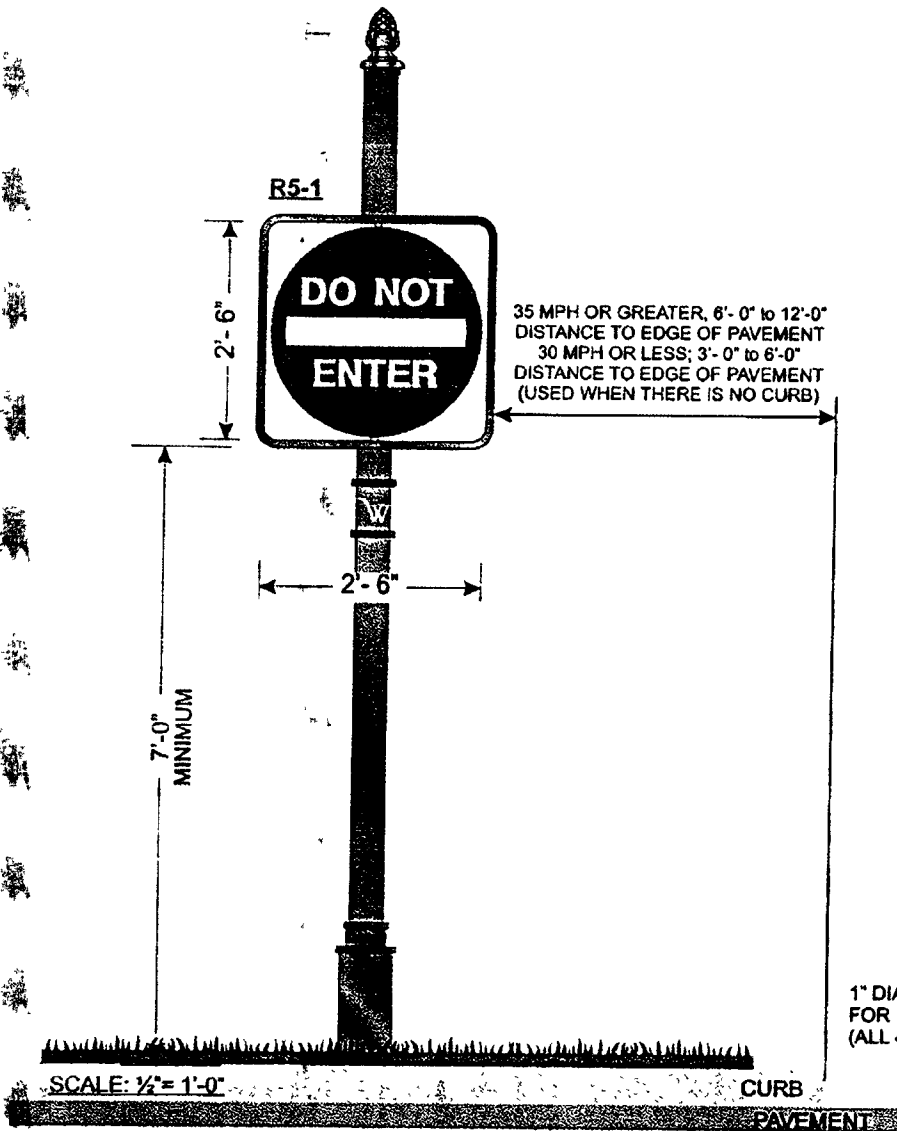
TYPICAL S
SIGN BLAI
40 MPH OI

TRACY CONSULTANTS, INC.
Robert N. Tracy, P.E.
4660 128th AVE. S.W.
FORT LAUDERDALE, FL. 33330 954-434-5035

CA#3958
Cert. #11363

Designed in accordance with the 2004 Florida Building code and ASCE 7-02
Wind Velocity: V = 146 (Dade County) V = 140 (Broward County)
Exposure "C" Job site: Weston, FL

TYPICAL SIGN TYPE "C" SIGNS



TRACY CONSULTANTS, INC.
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FORT LAUDERDALE, FL. 33330 954-434-5035

CA#3958
Cert. #11363

Designed in accordance with the 2004 Florida Building code and ASCE 7-02
Wind Velocity: V = 146 (Dade County) V = 140 (Broward County)
Exposure "C" Job site: Weston, FL

DECORATIVE ELEMENT
ROUTED THRU SIGN BLADE

WESTON ROAD
NEXT SIGNAL

1 1/2" RADIUS (ALL CORNERS)

35 MPH OR GREATER, 6'-0" to 12'-0"
DISTANCE TO EDGE OF PAVEMENT
30 MPH OR LESS, 3'-0" to 6'-0"
DISTANCE TO EDGE OF PAVEMENT
(USED WHEN THERE IS NO CURB)

7'-0" —
MINIMUM

SCALE: $\frac{1}{2}" = 1'-0"$

**CURB
PAVEMENT**

**FINISH ON ALL SIGN COMPONENTS
IS TO MATCH POWDER COAT #9411-8040
QUAKER BRONZE BY TCI POWDER COATINGS**

DETAIL "A" (S

5" X 5" 6063-T6 3/16" W/
SQUARE TUBE ALUMI
SIGN POST

3/8" X 6" GALVANIZED S
WITH WASHERS & LOC
(2) ONE AT TOP & ONE

1/8" ALUM SIGN BACK
PANEL

.080 ALUMINUM SI
CLEAR CONTRAC
BACK PLATE

NOTE: ALL HARD

— 3" ANGLE ALUM

— .080 ALUMINUM :
CLEAR CONTRAST
PLATE AND MOUNT
GRAPHICS TO BE

— 1 1/2" X 3" ALUMI
TO ALUMINUM

1/4" THICK CUT C
WITH 3/4" X 3/4" A

5" X 5" 6063-T6 3/
SQUARE TUBE ,
PIPE SUPPORT

CAST ALUMINUM
BOLTED TO SIGN

- DIRECT BURIAL
PIPE SUPPORT

2500 psi
CONCRETE

NOTE: SIZES VARY

✓ BREAKAWAY
LOCATION

3" ALUMINUM ANGLES
WELDED TO SIGN POST
(FOR SPIN AVOIDANCE)

SCALE: 3/8" = 1'-0"

1" DIA. HOLE —
FOR BREAKAWAY
(ALL 4 SIDES)

GRADE

DETAIL "C"

TRACY CONSULTANTS, INC. CA#3958
Robert N. Tracy, P.E. Cert. #11363
4660 128th AVE. S.W.
FORT LAUDERDALE, FL. 33330 954-434-5035

Designed in accordance with the 2004 IBC
Wind Velocity: $V = 146$ (Dade County)
Exposure "C" Job site: West

EXHIBIT B

Weston Traffic Sign Replacements / Upgrades

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total
1 Signage - All prices should include Mobilization and MOT					
A	Remove and Dispose of existing signs and post	2218	EA	\$ 116.50	\$ 258,397.00
B	Furnish and Install Post Type A - 12' Height (as per detail)	70	EA	\$ 1,233.71	\$ 86,359.70
C	Furnish and Install Post Type A - 14'-2" Height (as per detail)	24	EA	\$ 1,259.53	\$ 30,221.52
D	Furnish and Install Post Type B (as per detail)	10	EA	\$ 1,198.95	\$ 11,989.50
E	Furnish and Install Post Type C (as per detail)	1816	EA	\$ 1,198.95	\$ 2,197,188.20
F	Furnish and Install Post Type D (as per detail)	181	EA	\$ 2,268.77	\$ 428,747.77
G	Furnish and Install Sign Blades with backing as per details:				
1	D1-1 Single Destination (42 x 18)	1	EA	\$ 825.07	\$ 825.07
2	D1-2 Dual Destination (54 x 30)	1	EA	\$ 1,146.00	\$ 1,146.00
3	D11-1 Bike Route (30 x 24)	1	EA	\$ 309.93	\$ 309.93
4	D3-1 Street Name Sign (30 x 12)	440	EA	\$ 498.31	\$ 219,256.40
5	D3-2 Advance street Name Signs (60 x 42)	72	EA	\$ 1,371.06	\$ 98,716.32
6	D8-2 Hospital (24 x 24)	26	EA	\$ 281.74	\$ 7,325.24
7	FDOT 30-06 School Days Times (18 x 18)	2	EA	\$ 241.60	\$ 483.20
8	FTP-30-06 School Days Times (18 x 18)	10	EA	\$ 241.60	\$ 2,416.00
9	FTP-35-06 School Speed Limit (18 x 24)	3	EA	\$ 248.69	\$ 746.07
10	FTP-85-06 Official Use Only (12 x 18)	2	EA	\$ 245.07	\$ 490.14
11	I-8 Bus Station (18 x 18)	26	EA	\$ 241.60	\$ 6,281.60
12	M1-1 Interstate Guide Sign (24 x 24)	2	EA	\$ 281.74	\$ 563.48
13	M3-1 Cardinal Directional Auxiliary Signs North (24 x 12)	1	EA	\$ 246.27	\$ 246.27
14	M3-2 Cardinal Directional Auxiliary Signs East (24 x 12)	1	EA	\$ 246.27	\$ 246.27
15	M3-3 Cardinal Directional Auxiliary Signs South (24 x 12)	3	EA	\$ 246.27	\$ 738.81
16	M4-11 Bike Route Supplemental Plaque (24 x 6)	1	EA	\$ 231.71	\$ 231.71
17	M6-1a Diagonal Arrow Auxiliary (21 x 15)	9	EA	\$ 251.69	\$ 2,265.21
18	M6-3a Directional Arrow Auxiliary (21 x 15)	1	EA	\$ 251.69	\$ 251.69
19	OM-1 Object Marker (12 x 12)	5	EA	\$ 232.88	\$ 1,164.40
20	R1-1 Stop (30 x 30)	369	EA	\$ 312.38	\$ 115,268.22
21	R1-2 Yield (36 x 36 x 36)	7	EA	\$ 329.96	\$ 2,309.72
22	R1-3 4-Way (12 x 6)	20	EA	\$ 228.28	\$ 4,565.60
23	R1-4 All Way (18 x 6)	3	EA	\$ 228.99	\$ 686.97
24	R10-13 Emergency Signal (36 x 24)	10	EA	\$ 317.18	\$ 3,171.80
25	R10-20A Mon-Fri and Times (24 x 24)	14	EA	\$ 281.74	\$ 3,944.36
26	R10-7 Do Not Block Intersection (24 x 30)	4	EA	\$ 309.93	\$ 1,239.72
27	R2-1 Speed Limit (24 x 30)	207	EA	\$ 309.73	\$ 64,114.11
28	R3-1 No Right Turn (24 x 24)	10	EA	\$ 281.74	\$ 2,817.40
29	R3-17 Bike Lane (30 x 34)	199	EA	\$ 321.44	\$ 63,966.56
30	R3-17A Bike Lane Supplemental Plaques (30 x 12)	10	EA	\$ 268.22	\$ 2,682.20
31	R3-2 No Left Turn (24 x 24)	18	EA	\$ 281.74	\$ 5,071.10
32	R3-3 No Turns (24 x 24)	10	EA	\$ 281.74	\$ 2,817.40

EXHIBIT B

Weston Traffic Sign Replacements / Upgrades

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total
33	R3-4 No U-Turn 24 x 24)	59	EA	\$ 281.74	\$ 16,622.66
34	R3-5 Mandatory Lane Control (30 x 36)	17	EA	\$ 321.44	\$ 5,464.48
35	R3-5U U-Turn Only (30 x 36)	5	EA	\$ 321.44	\$ 1,607.20
36	R3-7 Mandatory Movement Lane Control (30 x 30)	9	EA	\$ 312.38	\$ 2,811.42
37	R3-9B Two-Way Left Turn Only (24 x 36)	2	EA	\$ 317.18	\$ 634.36
38	R4-4 Begin Right Turn Lane Yield to Bikes (36 x 30)	109	EA	\$ 321.44	\$ 35,026.96
39	R4-7 Keep Right 1 (24 x 30)	197	EA	\$ 309.73	\$ 61,016.81
40	R4-7A Keep Right 2 (24 x 30)	6	EA	\$ 309.73	\$ 1,858.38
41	R5-4 Do Not Enter (24 x 30)	39	EA	\$ 309.73	\$ 12,079.47
42	R5-1A Wrong Way (30 x 30)	4	EA	\$ 312.38	\$ 1,249.52
43	R6-1 One Way (36 x 24)	13	EA	\$ 317.18	\$ 4,123.34
44	R7-1 No Stopping (12 x 18)	42	EA	\$ 245.07	\$ 10,292.94
45	R7-4 No Standing (12 x 18)	14	EA	\$ 245.07	\$ 3,430.98
46	R7-7 No Parking (12 x 18)	2	EA	\$ 245.07	\$ 490.14
47	R8-3 No Parking Generic (24 x 30)	25	EA	\$ 309.93	\$ 7,748.25
48	S1-1 School Advanced Warning (36 x 36)	107	EA	\$ 329.96	\$ 35,305.72
49	S2-1 School Crossing (24 x 30)	11	EA	\$ 309.73	\$ 3,407.03
50	S4-1 Time to Time AM Time to Time PM (24 x 48)	31	EA	\$ 390.22	\$ 12,096.82
51	S4-3 School (24 x 30)	59	EA	\$ 309.73	\$ 18,274.07
52	S5-1 School Speed Limit XX When Flashing (24 x 48)	27	EA	\$ 390.73	\$ 10,549.71
53	S5-2 End School Zone (24 x 30)	46	EA	\$ 309.93	\$ 14,246.58
54	W1-1 Turn (24 x 24)	69	EA	\$ 281.74	\$ 19,440.06
55	W1-2 Curve (24 x 24)	3	EA	\$ 281.74	\$ 845.22
56	W1-7 Large Arrow (Two Directions) (48 x 24)	4	EA	\$ 390.22	\$ 1,560.88
57	W11-1 Bicycle (24 x 24)	11	EA	\$ 281.74	\$ 3,099.14
58	W11-11 Golf Cart (30 x 30)	2	EA	\$ 312.38	\$ 624.76
59	W11-12P Emergency Signal Ahead (30 x 30)	3	EA	\$ 312.38	\$ 937.14
60	W11-2 Pedestrian (30 x 30)	3	EA	\$ 312.38	\$ 937.14
61	W11-8 Emergency Vehicle (30 x 30)	17	EA	\$ 312.38	\$ 5,310.46
62	W14-1 Dead End (30 x 30)	2	EA	\$ 312.38	\$ 624.76
63	W14-2 No Outlet (30 x 30)	3	EA	\$ 312.38	\$ 937.14
64	W16-2a Distance Ahead (24 x 12)	1	EA	\$ 246.27	\$ 246.27
65	W16-5P Advanced Arrow (24 x 18)	4	EA	\$ 248.69	\$ 994.76
66	W16-6P Directional Arrow (24 x 18)	40	EA	\$ 248.69	\$ 9,947.60
67	W16P-7P Diagonal Arrow (24 x 12)	69	EA	\$ 246.27	\$ 16,942.63
68	W16-9P Ahead (24 x 12)	53	EA	\$ 246.27	\$ 13,052.31
69	W3-1 Stop Ahead (36 x 36)	7	EA	\$ 329.96	\$ 2,309.72
70	W3-2 Yield Ahead (36 x 36)	3	EA	\$ 329.96	\$ 989.88
71	W4-1 Merge (36 x 36)	4	EA	\$ 329.96	\$ 1,319.84
72	W4-2 Lane Ends (36 x 36)	3	EA	\$ 329.96	\$ 989.88
73	W9-1 Right Lane Ends (30 x 30)	1	EA	\$ 312.38	\$ 312.38

EXHIBIT B

Weston Traffic Sign Replacements / Upgrades

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total
74	W9-2 Lane Ends Merge Left (30 x 30)	4	EA	\$ 312.38	\$ 1,249.52

TOTAL COST FOR ESTIMATED ITEMS

\$4,090,690.86

FOUR MILLION SEVENTY TWO THOUSAND SIX HUNDRED EIGHTY AND 86/100
 GLADLEY SIGWAGE Written 10/21/09
 (Contractor) (Date)

EXHIBIT B
Weston Traffic Sign Replacements / Upgrades
Alternate Bid Items

Bid Item	Description	Unit	Unit Price
1	Furnish and Install Temporary Signs if necessary as directed by the Engineer	EA	